



Manorial Services

A sale by private treaty

Vol. 8
Spring Catalogue 2024

A private treaty sale of
Lordships of the Manor
with
Duffield Fee, Derbyshire
&
Benham Lovell, Berkshire

All prices are subject to a 20% buyer's premium.
Please see "Conduct of sale" inside.

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<u>Lordships of the Manor</u>	<u>Asking price</u>	<u>Pages</u>
Benham Lovell, Berkshire This manor is registered at the Land Registry - BK385159	£15,000	p. 5
Blackham, Sussex	£ 8,500	p.8
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Broome, Sussex	£ 8,500	p.14
Lawshall, Suffolk	£ 8,500	p.17
Monkton, Pembrokeshire	£ 8,000	p.20
Duffield Fee, Derbyshire Including registered manorial rights	£20,000	p.23
Mitchells, Suffolk	£ 8,000	p.26
Pillerton Priors, Warwickshire	£ 9,000	p.29
Beauchamps, Suffolk In association with Strutt and Parker	£ 8,500	p. 32
Black Park, Shropshire	£ 8,500	p.35
Normanton, Yorkshire	£ 9,000	p.37
Stradbroke with Stubcroft, Suffolk: In association with Strutt and Parker	£ 8,500	p.39

The Lordship of the Manor of Benham Lovell, Berkshire

This manor is registered at the Land Registry - BK385159



Queen Katherine of Aragon

The manor of Benham Lovell is one of several estates in the large parish of Speen and is part of the township of Benham. It lies a mile or two from Newbury on lowland formed by the River Kennet. The area is perhaps most famous for the introduction of the "Speenhamland" poor relief system after the failed harvest of 1795.

The Lordship of the Manor of Benham Lovell is first mentioned in 1198 when Osbert Lovell is documented as receiving a grant of land worth 100 shillings. He was succeeded by his son William who died before 1213. His widow, Emma, paid the king (Henry III) 60 shillings to receive custody of the lands of her deceased husband. She remarried Anger the Hunter on whom information is sadly scant. His young son, William, was made a ward of his uncle Robert, who was a chaplain to the king. Emma appealed to Henry and she was able to claim her son back, and after she died he became Lord of the Manor of Benham Lovell. In 1242 William was recorded as being a royal huntsman, which was a court position and was rewarded with blue and green robes. According to some sources, the manor was held from the king by the Serjeanty of seeing a kennel of harriers at the Kings Croft, though in other records it is bloodhounds. On his death in 1275, William's son, William, was a minor, and for a time the manor was held by the king's serjeant, Robert le Pestur. By 1284, William had taken control of his lands but died sometime before 1306.

William's son, John became Lord of the Manor and held Benham Lovell as half a knight; fee from the king and also by dint of having to provide one man and one horse in armour to the king whenever he was a fighting a war in the British Isles. He was also the hereditary King's Master of Buckhounds, a title which had been held by his father. His role was to provide the king with suitable dogs whenever the king was hunting deer. He lived only until 1316 when the estate passed to Thomas and Margaret de Borhunte. Borhunte must have been a relative of Lovell's since he became Master of Buckhounds after 1316.

Thomas died in 1340 and Benham Lovell (as it had become known) eventually passed to his son, John who did not inherit his father's court position, only his property. His mother is noted as settling the

lordship on him and his wife Mary, in 1341. She had married William Danvers and he is recorded as Lord in 1349. The fate of John and Mary's ownership is not recorded. Danvers appears to have ignored his wife's deed of settlement and sold Benham Valence to Edward III in 1354.

Together with the royal manor of Hampstead Marshall, Benham Lovell was granted to the king's daughter Isabella, in advance of her marriage to the wealthy French nobleman, Enguerrand VII, Lord of Courcy (later Earl of Bedford). In 1382, Isabella's trustees granted the manor to one her maids, a Frenchwoman called Isabel de Feye on condition that she survived her mistress. This she duly did and she took livery of the manor, with her husband, Richard Herfeld, in 1392. He inherited the property when his wife died in 1408. On his death, a few years later it reverted to the Crown and in 1443 Henry VI granted it to his serjeant, John Norreys. In 1465 it was granted again, this time to the benefit of Elizabeth Woodville, the wife of Edward IV, who had seized the throne from Henry VI. In 1471, when Edward was crowned for a second time, the rents of Benham Lovell were granted to the king's brother, George Duke of



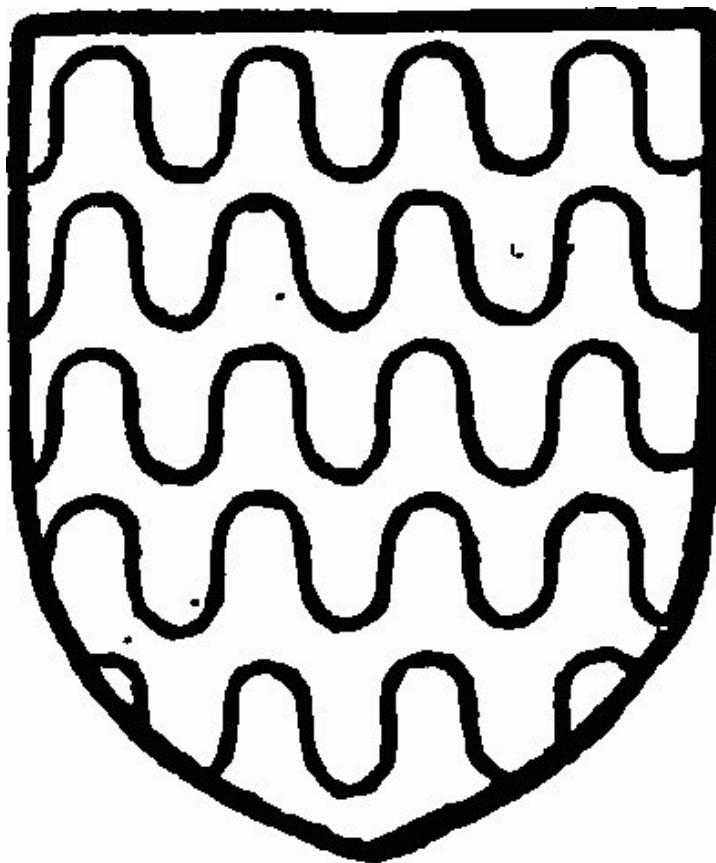
Jacob Houblon of Great Hallingbury in Essex.

Clarence but the manor remained the property of Elizabeth until Henry VII took the throne in 1485.

With the rise of the Tudor dynasty, the manor remained a property of the Crown but was leased out, or granted, firstly to Roger Cheyne in 1487 and then, in dower, to Queen Katherine of Aragon in 1509. She retained the property even after her divorce from Henry, but on her death in 1536, Henry passed the manor to his third Queen, Jane Seymour. After her death a year later, Benham Lovell returned to the Crown for almost forty years before being finally granted as a freehold to a wealthy clothier, John Yate, in 1574. Five years later his son, Edward, sold the manor to Thomas Parry, who had also purchased the nearby manor of Welford. Parry was the son of a notable courtier and sat as a Member of Parliament for Bridport in Dorset throughout the 1570s and 1580s. In 1593 he was made Sheriff of Berkshire. He was knighted by Elizabeth in 1601 and was persuaded to become the English ambassador to France for four years. His wife, Dorothy Brooke, had been a maid of honour to the Queen. On his death in 1616, the manor passed to his brother-in-law, Sir Thomas Knyvett but a year later the estate was sold to Sir Francis Jones, an alderman of Aldgate in the Haberdashers' Company. He had served as sheriff for the City of London in 1610 and lord mayor in 1620 and died at Welford (which he had also purchased). In 1622 he had settled this estate upon his son Abraham Jones of the Middle Temple and Susan his wife and after his death Benham Lovell passed to them. The manor remained in the Jones family until the marriage of Mary to John Archer in 1680. After both Mary and John died in 1702 the estate passed to William Eyre, John's brother-in-law. He took the name Archer and when he died in 1729 the manor passed to his son, John. On his death in 1800 it descended to his daughter, Eleanora, the wife of Jacob Houblon of Great Hallingbury in Essex.

Jacob Houblon was a classic member of the 18th century Landed Gentry. He sat in Parliament for over thirty years for Colchester and then Hertford and represented the Tory faction after becoming a 'country squire'. Indeed, when he married Mary Hyde Cotton in 1735 he became connected to the 'Jacobite' faction of which her father, Sir John Hyne Cotton, was a leading light. He later joined the Cocoa Tree Club, the headquarters of the Jacobite Tory faction. After the failed rebellion led by Prince Charles Stuart in 1745 the Jacobite cause was dealt a near fatal blow and it is perhaps unsurprising that he did not stand at the next election in 1747. He did return to Parliament in the 1760s as an independent.

The Houblon family, later Archer-Houblon, remained as Lords of the Manor of Benham Lovell until the late 20th century when their descendant, Mrs Puxley, sold it to a private buyer.



Lovell Coat of Arms

Documents in the Public Domain Associated with this Lordship

1437-1437: valor

1441-1445: court roll,

1502-1504: court roll

1517-1517: court roll

1441-1660: extracts from court rolls

1537-1541: court roll

1547: survey

1547/1550: rental

1517-1519: court roll

1554-1556: bailiff's receipts from the Exchequer

1558-1731: court rolls (non-consecutive)

1615-1615: rental

1671-1763: stewards papers (non-consecutive)

1680-1680: particular

1730-1732: letters and papers

1735-1763: presentments (bundle)

1743-1744: survey

Surrey History Centre

The National Archive

Royal Berkshire Archives

The Lordship of the Manor of Blackham, Sussex

Tucked away in the far north of the county of Sussex lies the Manor and village of Blackham. It lies four miles from Hever Castle, the home of Anne Boleyn, and five miles from Royal Tunbridge Wells in the neighbouring county of Kent. It forms part of the large parish of Witherham.

The early history of Blackham is rather obscure but it is almost certain that at some point before 1086 the Manor was granted by Robert, Count Mortain to a small priory of Witherham. In 1100 Mortain's son, William, reconfirmed this grant. There does not appear to have been an actual priory building in the village since the house consisted of a single monk who was given the title of Prior of Witherham. In actual fact the monk was attached to the priory of Marmoutier in Tours.

In 1296 the Subsidy rolls of Edward I note a return for the borough of Blackham but details of how and when it was established as such are not forthcoming. Another return was made in 1327 listing 25 tenants. It appears that Blackham remained a possession of the religious house until it was suppressed as an alien (or foreign) house and the Manor appears to have been granted with that of Witherham to King's College, Cambridge. During the early part of the reign of Elizabeth (1558-1603) the college sold Blackham to the Crown.

In 1570 Thomas Sackville, Lord Buckhurst, was granted a rent of 110 shillings in fee simple from the manor of Blakenham or Blackham. This suggests that the manor had remained in the hands of the Crown after the Dissolution. It was finally granted to Lord Buckhurst in 1592. This purchase was part of a larger scheme to eventually secure 17 manors in this part of the county, all forming an estate around his house at Buckhurst. Five years after the manor came into his possession it was surveyed in an estate document which became known as the Buckhurst Terrier. The map is reproduced in this history and shows the demesne land of the Lord of the Manor. This was the land which was owned and farmed by and on behalf of the lords and on which his tenants would be required to undertake service. To the north is Blackham Common. This can be seen, before its enclosure, on a map of Sussex surveyed by the Greenwood brothers in 1825. A good portion of the rest of the Manor was made up of the freehold of John Ewridge. The field names for Blackham are particularly interesting; Riddle Field, Great Robbins and Coachman's Rooms are especially evocative. This is a very early example of an estate survey and was an extremely expensive business. Lord Buckhurst could afford it after a career as one of the successful administrators of the reign of Elizabeth I.



Sackville, Thomas 1st Baron Buckhurst and Earl of Dorset

Born in 1536, Thomas Sackville was the son of Sir Richard Sackville, a first cousin of Anne Boleyn and a privy councillor to Edward VI. Thomas excelled in public finance but was also a poet of some repute. His play, *Gordoduc*, was first performed in 1560 and was a source of inspiration for Shakespeare's *King Lear*. His literary career went hand in hand with his political. He sat as a MP for Westmorland in the 1550s and a diplomat in the 1560s. In 1566 he was appointed to negotiate a marriage between the Queen and Archduke Charles of Austria but this came to nought. He remained a favourite of Elizabeth (often a perilous occupation) and she was said to enjoy his company, described by a contemporary as *judicious but yet wittie and delightful*. In 1567 he was knighted and then created Baron Buckhurst. He was rich, handsome, intelligent and talented, all attributes which endeared him to the Queen. At this point he began to buy land in his native Sussex. Like many courtiers his relationship with Elizabeth waxed and waned but he proved himself a steady hand in organising the defence of the vulnerable Sussex coast against the Spanish Armada in 1588.

Lord Buckhurst took his title from his estate at Buckhurst Park in Withyham just a couple of miles south of Blackham and, as has already been noted, he added the manor to this estate in 1592. By the end of the 16th century this had become too small for Sackville and when he was created 1st Earl of Dorset in 1604 he had moved to Knole. Blackham however remained as part of the family estate, eventually passing to the Earls De La Warr who held it until the end of the 20th century.



Sussex Oak Public House, Blackham,

Documents in the Public Domain Associated with this Lordship

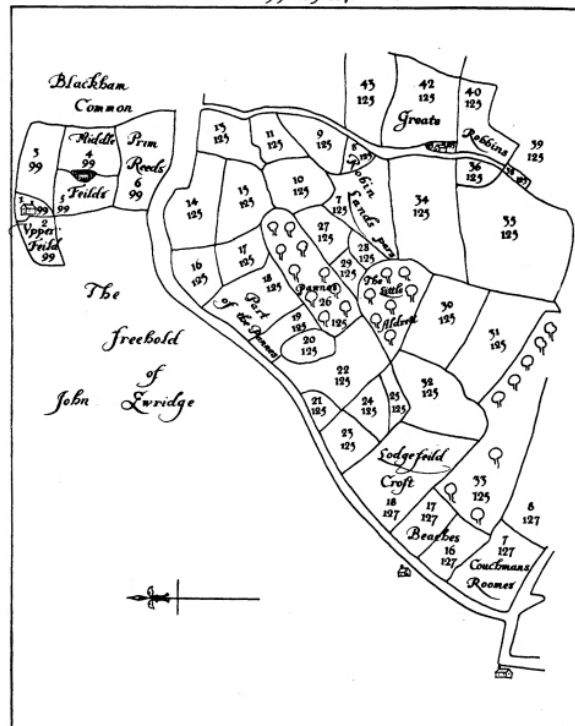
1440-1440: rental, with Muncklow	King's College Archive Centre
1659-1659: particular of Lodgefield Land	Kent History and Library Centre
1704-1704: list of heriots, with other manors	
1732-1732: schedule of court books, with other manors	
1524-1570: court book, with other manors	East Sussex and Brighton and Hove

Record Office (ESBHRO)

- 1597-1598: survey, with other manors
- 1613-1613: list of tenants (in court book)
- 1618-1619: rental of demesne leases, with other manors
- 1620-1620: book of heriots, with other manors
- 1621-1639: court book, with other manors
- 1640-1660: rental, with other manors
- 1640-1640: rental, with other manors
- 1680-1680: rental, with other manors
- 1687-1687: court book, with other manors
- 1690-1888: index to court books, with other manors
- 1700-1700: court book, with other manors
- 1715-1715: rental, with other manors
- 1827-1902: court book, with other manors (indexed)
- 1829-1829: rental, with other manors
- 1843-1857: custumal, with other manors
- 1843-1857: rental, with other manors
- 1856-1861: account books, with other manors (5)

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162. 99 :25. 127.



The Manor of Blackham

The Lordship of the Manor of Boylands, or Boylands in Stuston, Suffolk

There are two manors known as Boylands which belong to the Vendors, one is known as Boylands or Boylands in Stuston, the other, Boylands in Scole. These two villages neighbour each other across the boundary of Suffolk and Norfolk. This manor, is the former of the two and lies in Stuston; a few miles from the market town of Diss.

In the early 13th century the manor of Boylands was granted by the Crown to Ranulph de Blondeville, 6th Earl of Chester who consolidated the family's position as one of the greatest landowning clan in England. His status and power naturally gave him a place at the very highest levels of the state and he proved a loyal servant to Richard I. After the king's death in 1189, he backed Prince John to succeed to the throne. Though Ranulph's relationship with King John was soured by huge losses of land in Normandy when the English were evicted in 1204, the king rewarded his earl's loyalty with a swathe of estates in England, including the manor of Boylands which he was granted for life. Over the next ten years Ranulph became an unstinting supporter of the king despite John's often abhorrent behaviour. He survived the tumultuous final years of John's reign and died in 1232.

Boylands returned to the Crown and it was granted by Henry III to the obscure Ingerand de Fane for his life, which proved not to last much beyond the grant. Boylands was then granted to another Frenchman, Sir William de Synagon. After his death it was granted for a third time to Sir Aylmer de Beziles. After his death in 1279 the manor reverted to the Crown and five years later Edward I granted it to Sir Richard de Boyland and his heirs. The entry of the grant on the Patent Rolls notes that the lands had been *late of Amaric Bezill, deceased, tenant in chief of Stuston*. It is from Sir Richard and his family that the name of the manor is derived and as a division of the larger manor of Stuston, it being subsequently described as Boylands Fee.

On the death of Sir Richard de Boyland in 1295 the manor passed to his son and heir John. Sir Richard was a very rich man and held numerous manors in both Suffolk and Norfolk. He sat as a judge for the county and when Edward I was absent from England, Boyland was made a commissioner to govern in his absence. Whilst the king was away, Boyland 'helped himself' to a number of estates. When the king returned, Boyland was found guilty of *manifest corruption in the administration of justice and fined four thousand marks for his intolerable extortions*. However, despite this, Boyland seems to have kept most of his estates and was able to pass Boylands to his son. During the 14th century the manor passed to the Lowdham family. John of that



Sackville, Thomas 1st Baron Buckhurst and Earl of Dorset

name was its Lord in 1355. His wife, Joan, succeeded him and lived until 1371. His son and heir, John, lived for only four years after her death at which time Boyland passed to his brother Sir Thomas de Lowdham who died in 1385. His son, John was succeeded by a daughter, Jane, who firstly married Thomas Heveringham and then Ralph Blenerhasset of Frenze in Norfolk. She lived to the age of 97 and died in 1501. Her son, John, was 77 when he inherited Boylands and he died eight years later. The Manor remained in the possession of this Anglo-Irish family until 1548 when it was sold to Sir Thomas Cornwallis of Brome Hall.

Sir Thomas died in 1604, aged 86, and a magnificent marble tomb was erected in his honour at the parish church in Brome, which is still on display. His heir was his eldest son, Sir William, who was a leading member of Robert Devereux, Earl of Essex's colonial expedition to Ireland in 1599. He was knighted for his part in this at Dublin in the same year. On his death the manor passed to his younger son Frederick, who served in the household of Prince Henry, the eldest son of James I, and he travelled with him to Spain. He was created a baronet in 1627 and knighted in 1630, by which point he had succeeded to the entire Cornwallis estate on the death of his elder brother, William. Being a staunch Royalist, Frederick fought for Charles I during the Civil War and distinguished himself at the Battle of Cropredy in June 1644 where he rescued Lord Wilmot from capture. Unfortunately, after the Parliamentarian victory his estate was sequestered and he followed Charles II into exile, only returning with the King in 1660. A year later, as a reward for his loyalty, he was created Lord Cornwallis of Eye but died only a few weeks later.

Boylands remained in the possession of the Cornwallis family until 1823 when it was sold to Mattias Kerrison of Oakley Park. It eventually passed with the Oakley estate to the Maskell family and their descendants with whom it presently resides.



Documents in the Public Domain Associated with this Lordship

1336-1439: estreats of court rolls	Suffolk Archives - Ipswich
1400-1600: rental (fragment)	
1451-1572: copy extents	
1500-1600: extents	
1500-1600: court extracts (2)	
1553-1559: court roll	
1555-1672: bailiff's accounts (non-consecutive)	
1560-1574: court rolls	
1563-1563: rental	
1569-1573: minute book	
1570-1570: particulars of lands	
1575-1600: steward's writ of summons for appearance in court	
1575-1600: survey	
1592-1593: rental	
1592-1592: ministers' accounts	
1603-1685: court roll (non-consecutive)	
1641-1671: rentals (non-consecutive)	
1665-1665: estreats	
1700-1800: rentals (non-consecutive)	
1740-1740: estreats, with other manors	
1750-1750: particulars of customs	
1783-1783: schedule of court records	
1794-1794: survey, incl list of customs	
1823-1832: court fines received	
1835-1835: rental	
1884-1884: renta	
1887-1897: minute book, with other manors	
1887-1887: schedules of court records	



The Lordship of the The Manor of Broome, Sussex

Located in the large parish of Hartfield, the Manor of Broome formed part of the Sackville family's original estate centred on Bolebroke House. It lies on the Sussex/Kent borders a few miles from East Grinstead and part of the Manor lay in the Forest of Ashdown.

The early history of the Manor is fairly obscure. It is likely that after the Norman conquest it formed part of the larger manor of Hartfield, which was held by the Count Mortain. By the 13th century it appears to have been detached from the principal manor as a possession of the de Brom family, from whom it derived its name. The earliest holder was Matilda, who died in 1295 and was found seized of *a messuage and curtilage in Hartfield*, holden of the honor of the Eagle, then in the King's hands. She was required to do suit at the Honor court at Pevensey Castle. The Manor then passed to her son Robert who died in 1317. At his death it was found that the estate was held by a knights service from the King. It then passed to his son John de Brom. From John the descent is much less clear but it is likely that it descended, or was purchased by, the Dallindridge family who had inherited another manor in Hartfield, that of Bolebroke. In 1425 Bolebroke, which was the site of a castle, passed through the marriage of Margaret Dallindridge to Sir Thomas Sackville and it is at this point that Broome was likely to have passed to this family. Bolebroke became the home estate and Broome likely passed with it.

The Sackville family built a house at Bolebroke which was one of the first brick built private houses in England and replaced a much earlier castle. Completed in 1480 it was a favourite hunting lodge of Henry VIII and it is said that he used it as a base when courting Anne Boleyn at nearby Hever Castle. Henry stayed at Bolebroke, ostensibly to hunt wild boar in the Ashdown Forest but really to pursue Anne who was playing a long game of seduction by retreating to Hever Castle, knowing that the king would follow. The house still stands and is now a private residence.

Whatever the precise method of transmission the Broome was certainly a part of the Sackville Estate by the end of the 16th century. A Survey of the Manor is found in the Buckhurst Terrier, a detailed account of the Sackville Estate in Sussex, produced in 1597. It gives details of all the freeholders and their properties. We therefore find that John Bridger held a messuage called Strode, in Hartfield village. The heirs of John Charlewood held a number of parcels around the church. The main demesne, Broome Place, was held by Henry Burgis, who is described as a yeoman and who paid £3 per year for his 40 year lease. Another



8th Earl De La Warr.

considerable tenant was Thomas Bowyer, who farmed Knighton Hall. In total the Manor was worth £48 19s per year. The present day Anchor Inn was the manor house for Broome. Built in 1465 it was originally known as Broome Place.

The Manor of Broome remained in the hands of the Sackville family until the end of the 20th century and by the end of 19th century was in the hands of Gilbert George Reginald Sackville, 8th Earl De La Warr. In 1899 it is recorded as providing a rent charge of £3 13s 6d toward the income of Sackville College in nearby East Grinstead. The college was founded by an endowment made by Thomas Sackville, the 2nd Earl of Dorset, on his death in 1609. He gifted the sum of £1000 and yearly rent charges on his manors in Sussex of £300. A charge on lands in Broome was included in this behest. The college is actually a complex of Jacobean alms-houses which are still in use today. It was intended to house twenty-one poor men and ten poor women of the area. In 1624 it received a charter from Charles I. Philanthropy in the 17th century usually came with moralising provisions and this was the case at Sackville College. There were numerous 'statutes' which the residents were required to follow under in order to avoid being evicted. For instance, 'inmates' were not allowed to *lodge or receive any person in the house, or secretly entertain any stranger*. They were not allowed to be out of the house for more than twelve hours without the permission of the warden nor could they indulge in *any dicing, carding or unlawful games for any money* apart from at Christmas, and even then these games were not allowed *in noe sort of corners or private rooms*. Fines were often imposed on *secret feasting, excessive drinking, swearing and frequenting taverns*.

Despite some legal disputes with the heirs of Lord Dorset, the Sackville family continue their patronage to today and the building was restored under the auspices of Elizabeth, Countess De La Warr in the mid-19th century.



Bolebrooke Castle gatehouse

Documents in the Public Domain Associated with this Lordship

1275-1300: survey
1552-1552: rental
1379-1379: court roll
1606-1622: court book

West Sussex Record Office

British Library
East Sussex and Brighton and Hove Record

Office (ESBHRO)

1624-1652: court book
1664-1664: court book
1668-1689: court book
1686-1686: rental
1731-1743: court book
1691-1925: court books
1829-1829: rental
1856-1861: account books
1613-1613: estreats
1656-1656: list of tenants
1704-1704: estreats
1711-1720: estreats
1738-1738: minutes

Kent History and Library Centre



The Lordship of the Manor of Lawshall, Suffolk

At the time of William the Conqueror's Domesday Book of 1086 the Lordship of the Manor of Lawshall was held by the Abbey and Convent at Ramsey in Cambridgeshire. Its ownership was the result of a grant, made in 972 by the Saxon thegn, Alfwinus, son of Bricious. This was a wealthy manor, being worth £12 according to the Survey and unusual in Suffolk in that it was, and is, the only manor in the parish. The existing manor house, Lawshall Hall, which was built in the 1550s replaced a building which had been originally built for the Abbey's administrator in the 11th century. By the 13th century the Hall was held by a tenant of the Abbey, who, in 1269, was recorded as Alexander Henming.

A court roll of the Manor from 1393 survives and this describes the extent of the manor as being 971 acres, including 48 'custumars' or tenants of the manor who between them held 600 acres. A further 17 tenants held 125 acres and the monks themselves had 215 acres of demesne land on which their tenants were expected to work. The manor was under the control of several officials. The reeve, who arranged and accounted for all work carried out was chosen by the tenants at the manorial court. He (always a man) also collected rents. In addition there was a seneschal who supervised the Abbey's manors in the area, a kind of regional manager and the bailiff, who lived in the manor. The effect of the Black Death which killed as many as half of the population of the village was still felt in a number of vacant tenancies. It is possible that the relatively large amount of demesne land was caused by the Abbey taking empty land in hand.

The Lordship continued in the possession of the Abbey until the house was finally Dissolved in 1539. It was granted by the Crown to John Rither, or Ryther. He was born into a family of landed gentry in Yorkshire and at an early age entered the household of the Earl of Oxford. In 1537 he was employed by Thomas Cromwell to report on embezzlement at Colchester Abbey and in the aftermath purchased £25 of the abbey's *household stuff*. Ryther appears to have used his connection to Cromwell to further his own fortune by buying land from Dissolved monasteries, Lawshall among them. He became what would today be called a speculator, and sold Lawshall within a few years to Sir William Drury for a healthy profit. When Drury was Lord of the Manor he resided at the manor house and in 1578 *it is remembered that the Queens highness in her progress riding from Melford to Bury (St Edmunds) on August 5 1578 dined at Lawshall Hall to the great rejoycing of ye said Parish and the Country thereabouts*. The author visited the manor house some twenty years ago when it was an empty ruin and several photographs of this visit are included in this history.



In 1595, Elizabeth Drury, Sir William's daughter, appeared on a list of *Papist Recusants*. A report noted that *she hath bin prisoner to Sir John Heygham*. The Drury family were Protestants but Elizabeth had married Catholic and seemingly converted to the "Old Religion" By this time the manor had passed out of the hands of the Drury family and had been purchased firstly by Thomas Lovell and then by Edward Rookwood, a cousin of the Gunpowder Plot conspirator, Ambrose Rookwood. In 1598 he sold Lawshall for £4400 to Sir Robert Lee. Lee was a cloth merchant from London and was a member of the Worshipful Company of Taylors. He was Lord Mayor of London in 1602. The manor remained in the Lee family for the next 90 years. Subsequent holders include Baptist Lee of Livermore Parva, and the lawyer Nathaniel Lee Acton who was Sheriff of Suffolk in 1789. He lived until 1836 but died childless. His estates, including Lawshall, passed to his sister, Harriet, Lady Middleton. She was succeeded by her eldest son, Sir William Fowle Middleton whose father had purchased the Shrubland Estate, 20 miles to the east. He too died childless in 1860 and the estate passed to his cousin, Sir George Broke Middleton.

Sir George was a sailor and entered service as a midshipman in 1825. In 1840 he was awarded the rank of Commander and five years later made Captain. He saw active service during the Crimean War on HMS *Gladiator* and later HMS *Hero*. When he retired from service in 1863 he had been raised to the rank of Rear Admiral and was finally made a full Admiral in 1877. He died unmarried in 1887 and Lawshall passed to his niece, Jane Ana Broke. She was the wife of James St Vincent Suumarez, 4th Lord Saumarez who came to possess both this manor and the larger estate of Shrubland Park. Lawshall remained in the hands of the Saumarez (pronounced 'Sommeray') for the next 100 years before being sold to a private buyer in the late 20th Century.

Lawshall lies between Bury St Edmunds and Sudbury. It derives its name from *hlaw-gesella* meaning a shelter on high ground and has been spelt in a remarkable number of differing ways in Suffolk records including the following; *Lausel, Lausele, Lausell, Lauselle, Laushalle, Laushill, Laushille, Laushull, Laushulle, Lausill, Lawcell, Laweshill, Laweshille, Lawishille, Lawsall, Lawschyll, Lawsele and Lawsell*.



Documents in the Public Domain Associated with this Lordship

1466-1466: court roll	British Library, Manuscript Collections
1278-1280: serjeant's accounts	The National Archives
1334-1337: reeve's accounts (2)	
1347-1374: reeve's accounts (4)	
1364-1368: court roll	
1367-1421: rental (non-consecutive)	
1397-1398: rental	
1374-1392: bailiff's accounts (5)	
1398-1400: collector's accounts	
1484-1535: court roll (non-consecutive)	
1544-1545: estreats, with receipt	
1336-1366: reeve's accounts (non-consecutive)	Suffolk Archives - Bury St Edmunds Branch
1560-1608: court rolls (4)	
1567-1575: survey	
1610-1667: court books	
1611-1611: map	
1644-1726: rentals (non-consecutive)	
1660-1902: steward's papers	
1667-1672: court roll, incl index to admissions	
1673-1925: court books	
1700-1713: court rolls (3)	
1744-1862: minute books	
1807-1807: rental	
1836-1843: account book of court fees	
1837-1838: rental, with Hanningfields (draft)	
1838-1838: rental	
1849-1858: accounts of fines, with Hanningfields	
1922-1924: minute book	

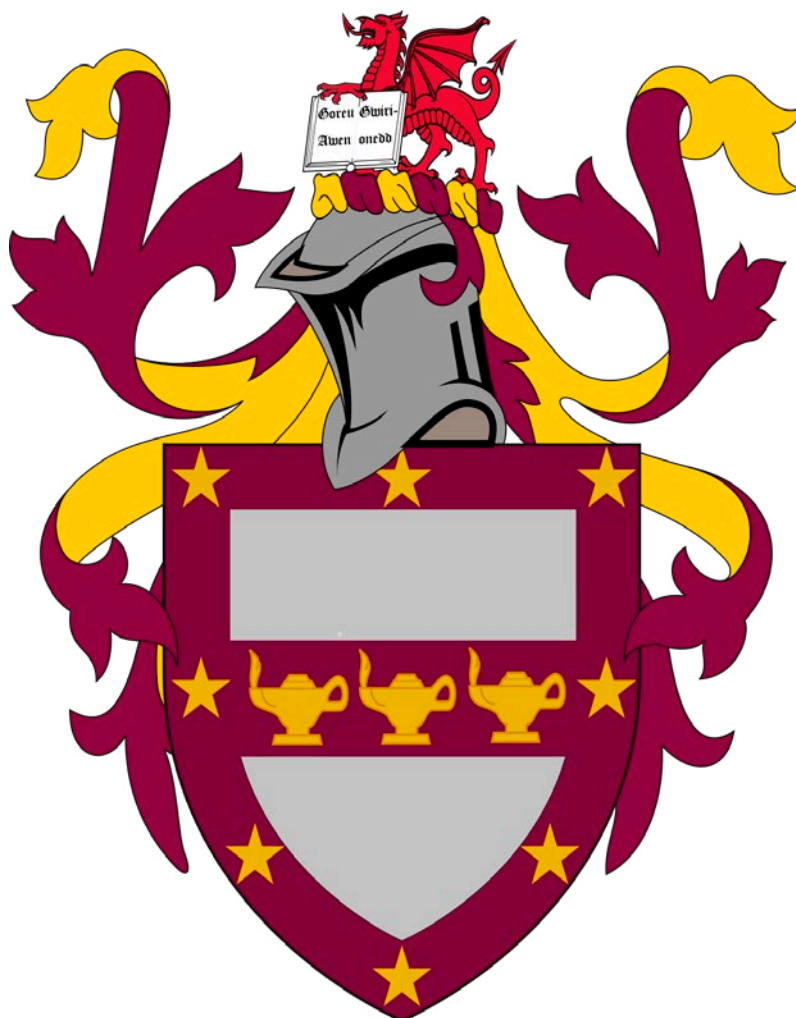


The Lordship of the Manor of Monkton, Pembrokeshire

Also known as Mounton (Cil Maen, in Welsh), this manor occupies the parish of the same name and lies four miles from the market town of Narbeth and eight miles from Haverfordwest. The manorial extent of 340 acres was well established by its former Lords, the Welsh Church Commission, and a map is included in this history. Monkton formed part of the estate of the Bishopric of St Davids and appears to have been a single lease, without manorial tenants, for many centuries.

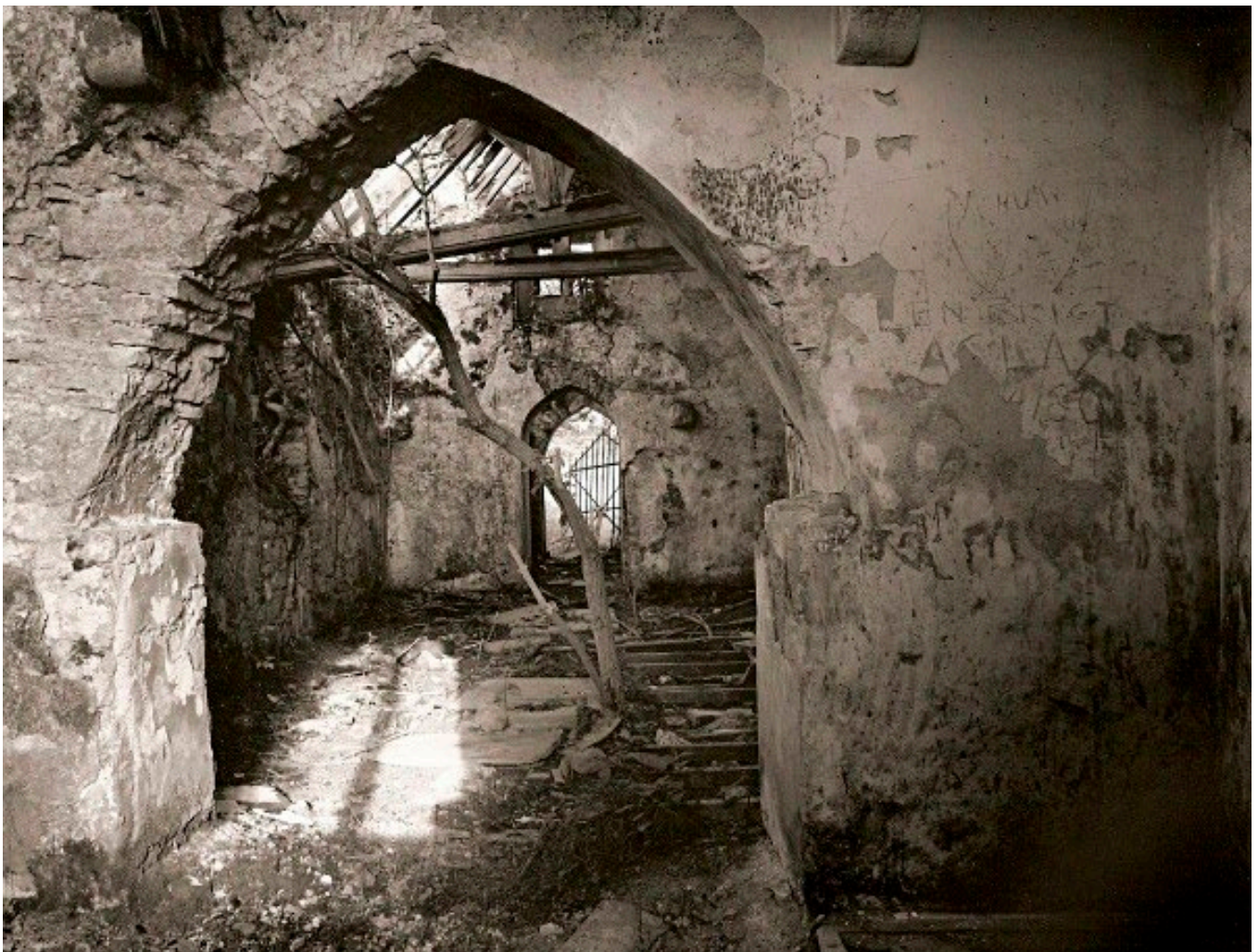
It derives its name from *Monk's Town*, and there is evidence of a small chapel, or cell here and traces of what was once a larger settlement. The early history of both the manor and the parish are extremely obscure, though it is thought that the latter was created sometime in the 16th century. The presence of a church and what seems to be a monks chapel would indicate that it had been part of the estate of the Diocese from a very early period but there is no definitive sources to confirm this. There is a manor of Monkton or Mounton in the environs of Pembroke itself and this adds some further confusion to this Monkton's lineage. Some sources suggest that our manor was part of the estate of the Priory of Dogmael at Cardigan, also in Pembrokeshire. This was founded by Martin of Tours as a Benedictine House in the late 12th century. However another source notes that the chapel in Monkton was in fact a free chapel which had been established on royal demesne. It could well be that the manor was held by the Crown and was then granted to the Bishopric of St Davids.

The chapel of St Michaels is found within an enclosure south of Canastan, about 500 yards from the parish church. It was built during the 12th or 13th century and was renovated in the 18th century but has since fallen into disuse.



It is certain that the manor of Monkton was in the possession of the Bishops of St Davids from at least 18th century. At this time its tenants were subject to the courts of the episcopal lordship of Llawhaden but it was always considered a separate manor. When the Ecclesiastical Commission was formed in the mid-19th century the lordship passed to them and in 1914 it became part of the estate of the Welsh Church Commission. This was created under the auspices of the disestablishment of the Welsh church. In the mid 20th century the manor passed to the University of Wales when the Commission ceased to exist. Subsequently the University sold Monkton at an auction in July 2000 to the family of the present owner. In 1948 the Camarthen District Valuer prepared a report on the Manor for the Welsh Church Commissioners, prior to them making their gift. He reported that the extent of the manor was around 340 acres and that the extent appeared to be formed by a demesne estate, Mounton Farm and an area of open land known as Mounton Hill. Since there were no manorial tenants the manorial court had not been held, certainly in the 19th century. The farm appears to have been sold as early as 1868, to A Mr Willis for £960. Mr Willis has previously been the sitting tenant, the terms of his lease stating that it was held for lives (or 99 years) and consisted of all. *That lordship, all manner of Mounkton, with the appurtenances, situate, lying, and being in the County of Pembroke, with all manner of lands, tenants, rent, reversions, profits, meadows, quarries of stone now open, woods, underwoods, waifs, strays, reliefs, commons, waters, watercourses, suits of court, fines, and ameracements, with all profits, commodities, advantages, and emoluments whatsoever to the said manor or lordship, belonging, or anyway, appertaining.*

The manorial boundary, shown below, was noted as being the same as that of the parish boundary and was unchanged from several surveys undertaken in the 18th century such as was carried out at the behest of the Diocese of St Davids in 1774.



Mounton Chapel

Documents in the Public Domain Associated with this Lordship

1647-1659 Papers rel to disputes

National Library of Wales

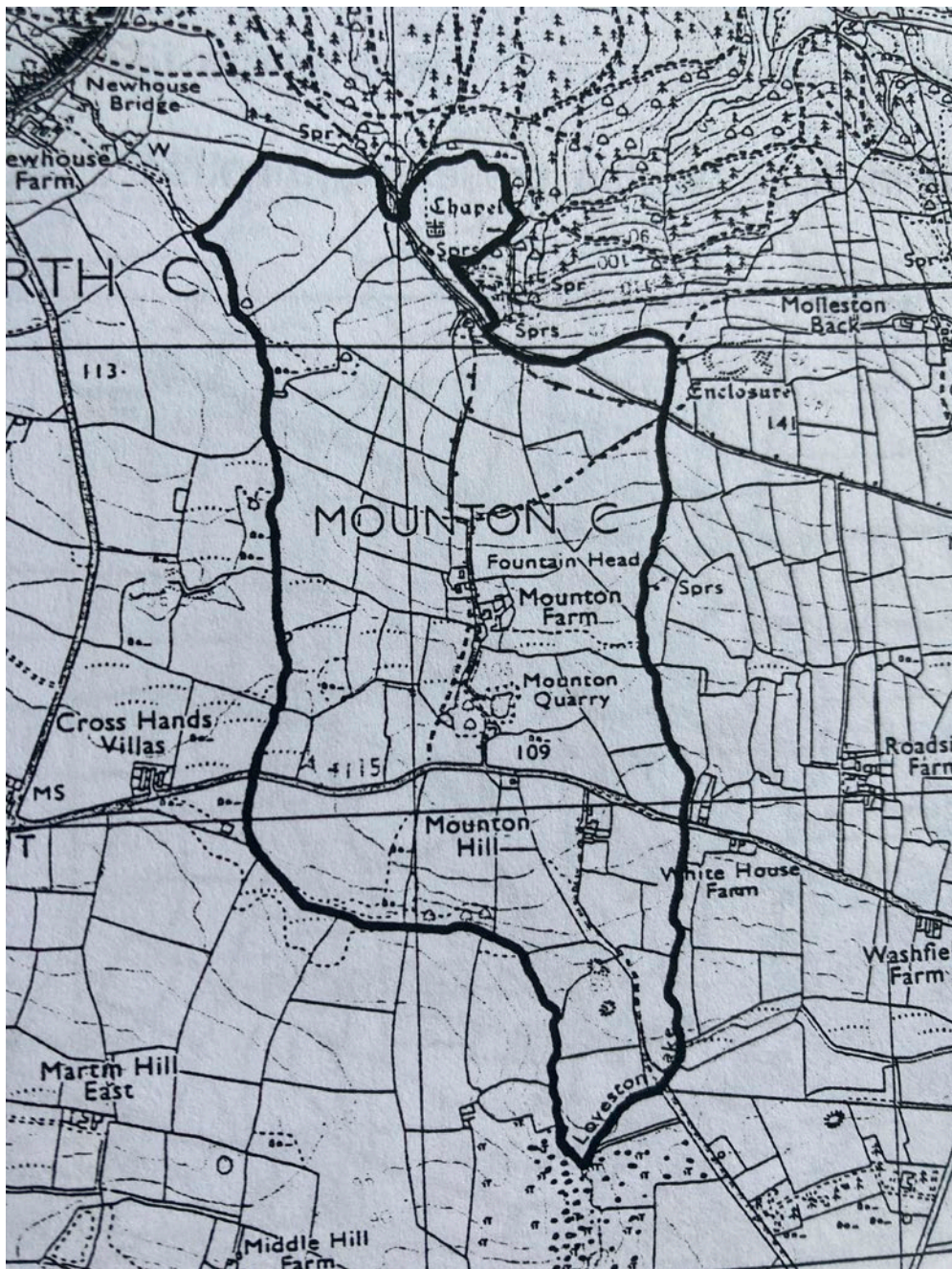
1774-1790 Survey, temporalities of the diocese of St Davids

1815- 1815 Map

1868-1869 Papers rel to lease (1 file)

1921 Appointment of steward

1948 Report and 6" Ordnance Survey map (1 sheet, 2nd ed 1908)



The Lordship of the Manor of Duffield Fee, Derbyshire

Including registered manorial rights of mines and minerals (details on request)

Duffield Fee was one of the most important manors in the North Midlands. It lies five miles north of Derby in an area known as the Amber Valley, on the banks of the River Derwent. The lordship was centred on Duffield Castle, erected to protect the royal hunting ground of Duffield Frith. It was known as a fee because within its control originally lay a number of smaller manors comprising Duffield, Alderwasley, Belper, Biggin, Hazelwood, Heage, Holbrook, Hulland, Idridgehay, Southwood, Turnditch and Windley. It appears that over time the sub-manors were subsequently sold away from the main manor. The area of the fee was roughly the same as the old, extensive parish boundary.

The growth of Duffield can be attributed to the invading Normans. There was a small settlement here during the Saxon period, but after the invasion the area was granted to Henry de Ferrers, as part of the great Honor of Tutbury. Ferrers owned a huge amount of land in Derbyshire and Duffield Castle was erected to defend it. A settlement grew up around the castle. The original castle was destroyed in 1173 after William De Ferrers took part in the rebellion of the sons of Prince Henry against his father, Henry II. The family restored its position under the rule of John and a second castle was built on the same site, to the north of the village centre, on a prominence above a bend in the river.

In 1266 de Ferrers fought against Henry III in a rebellion against the king's perceived favouritism towards foreigners. After a rebel defeat at Chesterfield, Duffield was seized and re-granted to Edmund, Earl of Lancaster. The castle was destroyed, this time permanently.

Duffield remained a possession of the Duchy, and, after the succession of Henry IV, the Crown, until 1628 when it was sold by Charles I to the Corporation of the City of London. Within a year the Corporation sold its interest to Sir Edward Leche, keeping the sub-manors of Heage and Holbrook. Leche was appointed a Master in Chancery in 1619 and knighted in September 1621. He owned other properties in Derbyshire such as Hathersage, Over Padley and Nether Padley as well as land in Suffolk and his main residence at Squerries in Kent. During the Commonwealth period, Sir Edward seems to have benefited greatly as he rapidly acquired the wool and lamb tithes for a number of his Derbyshire parishes and amassed considerable wealth. He died in 1652.



Arms of the City of London c1550

After the death of Sir William Leech in 1673 there was a lengthy legal dispute with Sir Ambrose Philip being Lord of the Manor from 1674 to 1678 and then Philip Jodrell. His son, Paul, was recorded as Lord in 1696. The Jodrell family were members of the Derbyshire landed gentry and could trace their lineage back to the 13th century. The Duffield Jodrells were a cadet branch of the Cheshire family who lived at Yardsley in Cheshire

The manor remained with the Jodrell family for the next 200 years when it was sold to Sir Timothy White in 1891. Sir Timothy was the founder of the chemist chain "Timothy Whites" which was a high street staple until the 1980s. In 1976 Sir John White sold the manor to Anne Hayter. After her death it passed to Dr P Kist, who sold it privately some years later.

The area under the jurisdiction of the manor was extensive and stretched for several miles from Duffield itself. The term Duffield Fee appears to have been adopted in the 16th century. According to Derbyshire Record office its use was thought to have arisen as a consequence of a drive to provide some form of administrative coherence to the multiple manors under its jurisdiction. Courts would meet at various places, primarily Belper, Duffield and Windley but matters on all manors were discussed wherever the court took place. The term 'Fee' may also have been used to differentiate the manor from the administration of Duffield Frith, which was an area covered by forest law. There are a large number of court rolls and books which survive and which give detailed accounts of the dozens of copyholders and tenants who held land under the Lords of the Manor. It is possible to trace such holdings from the mid 16th Century to the 1920s and they form by far the fullest set of such documents in Derbyshire. Derbyshire Record Office describes the process of the manorial court rather well: Most of the business recorded in the manorial court records for Duffield Fee relates to the transfer of land. . . called copyhold land. This was land that went through the manorial court system when it came to being transferred and passed. The process was that a tenant who wanted to sell his land would "surrender" it to the lord in a formal ceremony held in the court, called the Small Court Baron, which met around every three weeks. The person who was taking over was then "admitted" to the land in a similar ceremony. Deaths of copyholders were also recorded in the court registers, together with the names of heirs or new owners. All this means that the records are extremely name rich.

Through the 19th century, copyhold land was gradually transformed into freehold through a process known as enfranchisement. There are numerous examples of such enfranchisement of copyhold in the manor where manorial rights have been reserved to the Lord of the Manor. The present owner has noted at least twenty examples which cautions are registered at the Land Registry. With research, other such reservations may be discovered.



Documents in the Public Domain Associated with this Lordship

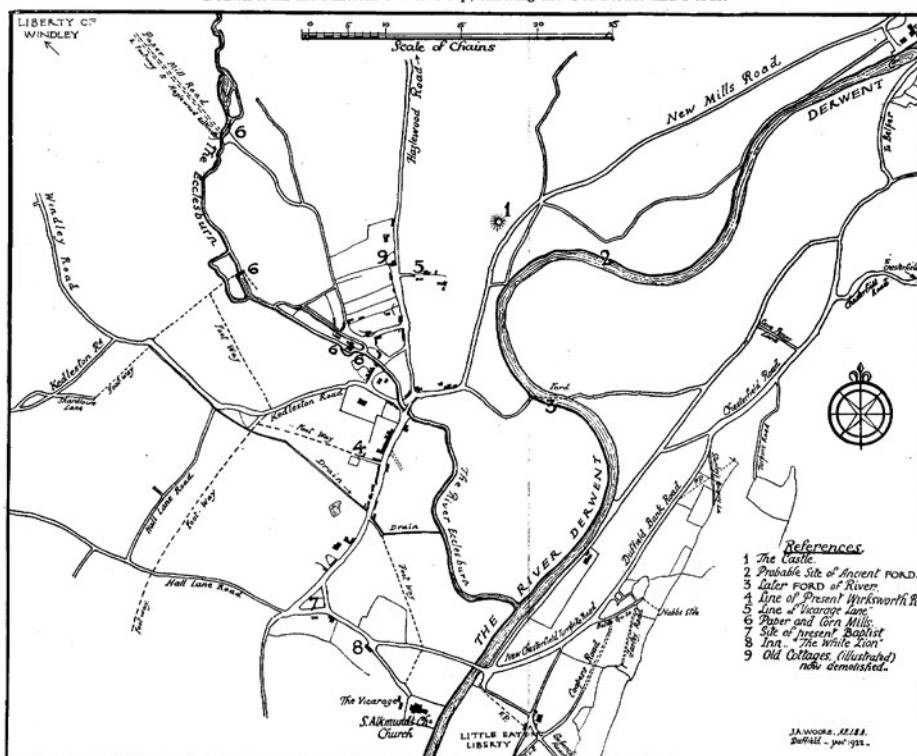
1511-1808: surrenders and admissions
 1542-1543: memorandum on customs of copyhold
 1548-1575: court rolls
 1575-1599: court rolls
 1558-1603: directions for reeves
 1575-1600: duties of officers
 1595-1628: court books (10)
 1595-1599: draft court book
 1596-1596: rental
 1596-1596: directions for steward
 1596-1596: rental
 1598-1604: court book (actions and plaints only)
 1598-1598: pains
 1598-1598: lists of fines
 1599-1608: draft court books (2)
 1599-1617: court rolls
 1600-1625: rentals
 1600-1625: surveys
 1600-1600: books of customs
 1605-1629: court rolls
 1610-1628: book of particulars of fines
 1611-1611: legal opinion on customs
 1614-1625: draft court book
 1640-1790: court books (21)
 1640-1681: draft court books (7)
 1700-1800: extracts from court rolls on customs
 1774-1822: verdicts (2 bundles)
 1825-1925: court books (9)

Derby Local Library
 British Library
 National Archives

 Derbyshire Record Office

DUFFIELD as it was in the Year 1787.

Drawn from the Ancient Parish Map, showing the Old Roads and Fords.



The Lordship of the Manor of Mitchells, Suffolk

This Lordship is a sub-manor of the Manor of Playford, in the parish of the same name. It has been recorded with a number of different spellings, including *Mitchelis*, *Michels* and *Mitchells*. It lies a few miles east of Ipswich

This manor seems to have been allied with Playford from a fairly early period, although its history from Domesday to the late 12th century is rather obscure. In 1086 it was held by Humphrey, son of Robert under the overlordship of Robert Malet. Later it passed to the Playford family. Before 1400 the manor became the property of Sir George Felbrigg whose family were a cadet branch of the powerful, Earls of Norfolk. Sir George rebuilt much of the parish church of St Mary's and was buried there. His monument is still in the church and was described by Gough in *Sepulchral Monuments*;

His slab remains, and on it his figure in complete armour, appointed helmet, whiskers and gorget of mail, and gauntlets, a lion rampant on his breast, a sword and dagger, spiked shoes, a lion at his feet. The canopy over him rests on double pillars, with an embattled base of quarter foils; in the point of the arch a lion rampant. Upon opening the graves in 1784, at 5 feet depth with found bones a skull, a jaw, a tibia, vertebrae, and a rusty nail in wood

Sir George was succeeded by his son, Sir John, who was married to Margaret de Waldegrave. A few years later, Sir John's cousin Sir Simon Felbrigg died and Sir John felt that he should have inherited the manor house at Felbrigg itself but his cousin had instead sold them to John Wymondham to pay off his debts. Furious, Sir John took a party of men and broke into Felbrigg Manor and finding Wymondham away, threatened to burn it down. Wymondham's wife, Margery was at home and when she refused to leave, Sir John grabbed her by the hair, threw her from the front door and claimed the house for himself. On hearing of this the king (Henry V) ordered that Felbrigg should vacate the house at once and he was further ordered to pay 200 marks to Wymondham.



Sir Thomas Felton

After John's death in 1423, Mitchells, along with Playford, passed to his daughter Margery and her husband Thomas Sampson. She survived her husband by many years and died in 1476 and Mitchells passed to her grandson Thomas Sampson. Thomas died in 1483 and his estates passed to his son, Sir Thomas. He died without an heir in 1511 and so Mitchells became a possession of his widow, Catherine. After her death in 1556 it was inherited by her nephew, Thomas Felton of Shotley.

The Feltons were an old family, tracing their lineage to 13th century Northumberland. Thomas Felton married Mary, the daughter of Sir Richard Cavendish of Trimley and he died in 1578. His son and heir Sir Anthony Felton was Sheriff of the county in 1597 and was married to Elizabeth the daughter of Henry, Baron Grey of Hoby. Like many of his forbears, he was buried at St Mary's. Mitchells passed to his son, Henry, who was created a Baronet in 1620 but died just four years later. His son, also Sir Henry, was just five years old at the time of his father's death and was made a ward of chancery to his grandmother, Elizabeth. He sat as a Member of Parliament for Suffolk in the last Commonwealth Parliament of 1659 but became a public Royalist when elected to the Convention Parliament of 1660. He was then elected to Charles II's second Parliament which lasted from 1661 to 1678. During this sitting he became involved in a celebrated argument with his cousin, Anthony Gawdy, over cattle which he claimed Gawdy's servant had distrained. It was later found by Parliament that Felton's son, Thomas owned rent to Gawdy and the cattle were taken in payment. Despite sitting in the House for the best part of 20 years, Felton was only once recorded as making a speech, in February 1673 when he argued for a reduction in the taxes imposed on his constituents. He died in 1690.

Mitchells, along with Playford, passed to Sir Henry's eldest son, Adam, and on his death seven years later, it passed to his brother the afore mentioned, Thomas. He was a courtier, and acted as Controller of the Household of Queen. His surviving heir, Elizabeth, married John Hervey of Ickworth, 1st Earl of Bristol. The Manor therefore came to the family who would hold Mitchells until the present day.

John's grandson, George, the 2nd Earl, served as Lord Lieutenant of Ireland in 1766. Frederick, the 4th earl, was Bishop of Cloyne and later also Bishop of Derry, but is famed for his great love of travel and there are Hotel Bristols, named in his honour in Paris and Vienna. He was described by Sir Jonah Barrington as *a man of elegant erudition, extensive learning, and an enlightened and classical, but eccentric mind: bold, ardent, and versatile; he dazzled the vulgar by ostentatious state, and worked upon the gentry by ease and condescension*. It is likely that it was this earl who inspired Voltaire to comment; When God created the human race, he made men, women and Herveys.

In 1826 the 5th earl was created the first Marquess of Bristol. The present Lord of the Manor of Mitchells is the 8th Marquess of Bristol.



Playford Village

Documents in the Public Domain Associated with this Lordship

1426-1427: minister's accounts

1568-1569: terrier

1643-1689: court rolls, with Meerhall (2)

1757-1793: court fines book

1659-1754: steward's papers

1777-1824: admissions

Cambridge University Library

Suffolk Archives -Bury St Edmunds

Suffolk Archives - Ipswich



The Lordship of the Manor of Pillerton Priors, Warwickshire

Seven miles south-east of Stratford is the village of Pillerton Priors. Not to be confused with its neighbour, Pillerton Hersey, Priors received its name from its long association with religious houses, who were Lords of the Manor until the Dissolution in the 1530s. The manor can be dated to before the Norman Conquest, when it was held by several thegns, so named in its Domesday entry;

From Hugh the Abbey of St Evroul holds 6 hides and i vulgate of land in Pillerton Priors

Theres is land for 10 ploughs .

In demesne are 3 ploughs and 13 villains and 23 bordars

With 1 Frenchman and 3 thens have 8 ploughs .

There are 12 acres of meadow .

It was worth £6 now £10

4 thegns held it freely during the reign of Edward.

It is possible that the three thegns noted as holding land from the Abbey of St Evroul were those who held the land before the Conquest and that had a worth £10 meant that it was a comparatively wealthy manor.

The Hugh referred to was Hugh De Grandmesnil, a companion of William I who is known to have fought at the Battle of Hastings and the Siege of Leicester two years later when he attacked and destroyed parts of the city. He was then made Governor by William who also granted him 65 manors in the county and 35 others in the Midlands, including Pillerton Priors. After his death in 1098 he was buried at St Evroul which he had granted Pillerton Priors.



The Abbey of Evroul was a Benedictine House at Orne in Normandy and it administered its English lands from their Priory of Ware in Hertfordshire. Founded as early as 560, Hugh de Grandmesnil's brother, Robert, was the Abbot in 1066. In the 14th Century 'alien' or foreign religious houses were suppressed and the manor was granted in full to Ware Priory. However in 1415 Ware itself was suppressed as an alien priory and its lands and manors, including Pillerton, were granted by Henry VI to a new priory at Sheen in Surrey. Its Priors continued as Lords of the Manor until that house was itself dissolved in 1539.

Four years later, Henry VIII granted the manor to the extremely obscure Geoffrey de Shakerley who almost at once, sold it to William Holte, a merchant tailor from London; and example of the emerging Tudor Middle Classes. His tenure was very short and he died in 1546 leaving the property to his sister Agnes, wife of Christopher Alee, a London Cutler. Alee was a *prominent member* of the guild of Cutlers and is recorded as owning to messuages (or properties) in Fleet Street, one of which was the White Lion Inn which survived to the 19th Century. Agnes and Christopher had no children which likely explains their sale of Pillerton Priors to Henry Warde in 1557. By all accounts, Warde was born in Pillerton Priors and may well have been a tenant of the Alee. He enjoyed being Lord of the Manor for just one short year before his death in 1558 and he was succeeded by his son William, who was 19 at the time. In 1577, Warde and his wife, Lucy made a settlement of the manor on their sons Richard and Humphrey and they later sold the estate to Thomas Broxolme in 1587. By 1594 Pillerton Priors has passed to Roger Manners, probably by sale.

Manners was the son of the Thomas Manners, 1st Earl of Rutland. As a younger son of a nobleman he was not eligible to inherit the family estate and instead sought a career in the military, as a naval officer before entering Parliament as MP for Grantham in 1563. His family also gave him access to Court, where he served as a 'squire of the body' to both Queens Mary and Elizabeth. He was greatly liked by the latter and he remained in service to her until 1683 when she allowed him to attend to her *only when he wished*. The History of Parliament describes him as *a typical courtier: pliable, amusing, ready with tongue and pen, cynical and engagingly lazy; a keen sportsman, always ready to curtail a letter if called to the pleasure of the chase; an open handed host, ever anxious to entertain visitors in his 'poor cottage' at Uffington, where the hospitality dispensed was much remarked on*. Manners regarded loyalty above all other qualities and when his great-nephew, the 5th Earl of Rutland and his brothers participated in the illfated revolt of the Earl of Essex in 1601 he was mortified and wrote that he wished that they *'had never been born, than so horrible offence offend so gracious a sovereign to the overthrow of their house and name for ever, always before loyal'*.

On his death in 1607 he left his manor of Pillerton Priors (also then known as Over Pillerton) to his great-nephew, Oliver Manners. The lordship passed into the main line of the Earl of Rutland, who were raised to the Dukedom of Rutland in 1703. Succeeding Dukes held Pillerton until the beginning of the 19th century when it was sold to Charles Mills of Barford. Mills was a successful banker at Glyns and is regarded as having saved the bank from collapse in 1772. Later he became director of the East India Company, eventually becoming its deputy chairman before his death in 1826. He also represented Warwick in Parliament from 1802. The manor descended with the Mills family, and Phoebe Mills was Lady of the Manor after the Second World War and until her death in 1971 after which is passed to the present owner.



Cottages at Pillerton Priors

Documents in the Public Domain Associated with this Lordship

1670-1670: particula

Shakespeare Birthplace Trust

1650-1675: rental

Warwickshire County Record Office

1800-1850: minute of chief rents

1817-1817: court roll

1817-1817: description of boundaries

1828-1828: court roll

1828-1828: jury list

1828-1828: rental of cottages on waste

1828-1828: suit roll

1848-1848: court roll (draft)

1848-1848: description of boundaries (draft)



Abbey of St Evroul

The Lordship of the Manor of Beauchamps, Suffolk

In association with Strutt and Parker

Beauchamps, pronounced “Beecham”, is one of two manors found in the village of Oakley. It sits on the southern banks of the river Waveney between Honxe and Scole.

Though the manor is not recorded by name in Domesday Book there are three estates recorded here and it is likely that it descended from that which was held by Robert Malet, who was Lord of the Honor of Eye.

The first mention of the Manor by name occurs in the early 13th century when it is recorded as being vested in Arnold de Charnels. The death of this obscure figure likely occurred during the reign of King John and his son, John was recorded as Lord of the Manor here in 1234. By the reign of Edward I (1272-1307) the manor was held by Goscelin de Lodne. After his death it descended to Alice, his eldest daughter and coheir. The manor of Oakley was left to his fourth daughter, Emma.

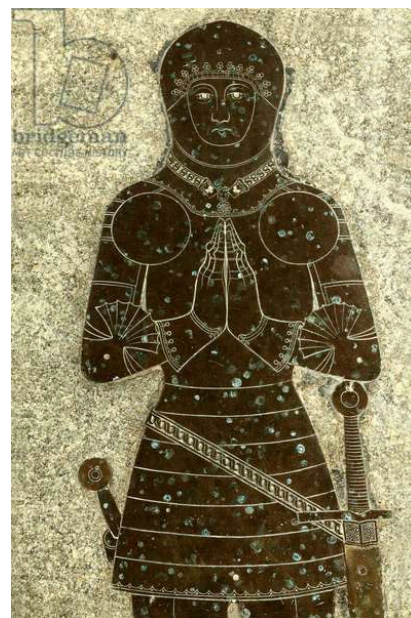
Alice was married to William de Beauchamp, the family from whom the manor then took its name. This family hailed from Drayton Beauchamp in Buckinghamshire and had arrived with the Conqueror in 1066. The Suffolk Beauchamps appear to be a cadet branch and retained the Lordship for several generations. In 1276 Matilda de Beauchamp is recorded as enforcing an action against one of her tenants in the manor, John de Hoo and in 1299 it had passed to John de Beauchamp de Fifelude. In 1319 Beauchamps is noted as being in the possession of Nicholas de Beaufoe but his relationship to the Beauchamps remains unrecorded.

The descent of the Lordship from Beaufoe is uncertain but by the reign of Richard II (1377-1399) it had come into the possession of Sir John Heveningham who granted it to Sir Bartholemew Bacon and his wife Joan. Bacon died in 1392 and left his estate, including the manor of Beauchamps to his sister, Isabel. She was the wife of Sir Oliver Calthorpe of Burnham Thorpe in Norfolk who had been High Sheriff of that county in 1376. Sir William Calthorpe succeeded to the manor in around 1411. He was married to Eleanor Mantley and died in 1420. Beauchamps remained in the Calthorpe family for a number of succeeding generations but in 1519 it was found to be the property of Sir John Cornwallis.

Sir John was succeeded by his son, Thomas Cornwallis who was, famously, Governor of Calais which fell to France during his tenure. Cornwallis later built a Suffolk home at Brome Hall. Some accused him of treachery and one anonymous contemporary coined the phrase;

Who built Brome Hall? Sir Thomas Cornwallis

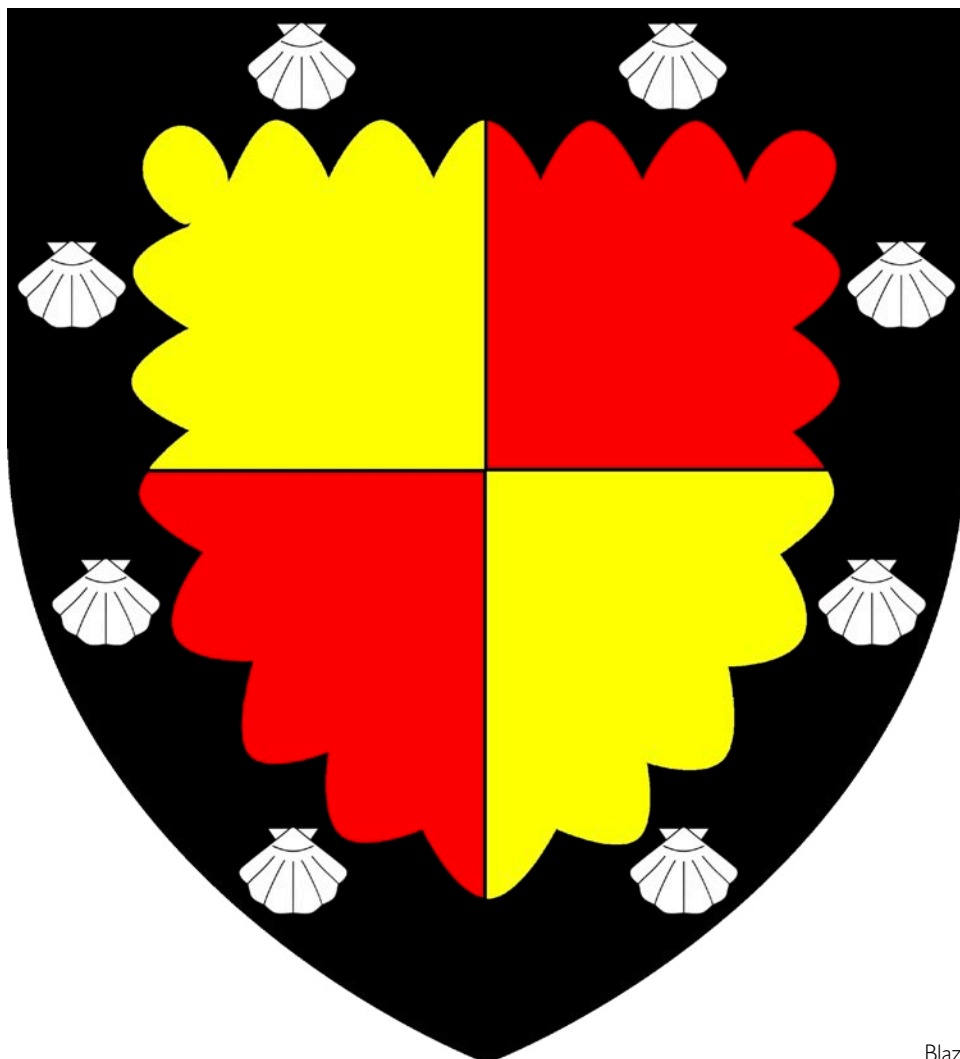
How did he build it? By selling of Calais



Sir William Calthorpe

On his death in 1604, aged 86, a magnificent marble tomb was erected in his honour at the parish church in Brome, which is still on display. His heir was his eldest son, Sir William, who was a leading member of Robert Devereux, Earl of Essex's colonial expedition to Ireland in 1599. He was knighted for his part in this at Dublin in that same year. On his death Brome Hall passed to his younger son Frederick, who served in the household of Prince Henry, the eldest son of James I and travelled with him to Spain. He was created a baronet in 1627 and knighted in 1630, by which point he had succeeded to the entire Cornwallis estate on the death of his elder brother, William. Being a staunch Royalist, Frederick fought for Charles I during the Civil War and distinguished himself at the Battle of Cropredy in June 1644 where he rescued Lord Wilmot from capture. Unfortunately, after the Parliamentary victory his estate was sequestered and he followed Charles II into exile, only returning with the King in 1660. A year later, as a reward for his loyalty, he was created Lord Cornwallis of Eye but died only a few weeks later.

Beauchamps remained in the possession of the Cornwallis family until 1823 when the estate was sold to Matthias Kerrison of Oakley Park. The manor eventually passed with the Oakley estate to the Maskell family and their descendants in whom it remains.



Blazon of Heveningham

Documents in the Public Domain Associated with this Lordship

1522-1532: minute book
1471-1476 Court Roll
1546-1649: court rolls (3)
1551-1551: rental
1555-1558: bailiff's accounts, with other manors
1556-1600: rentals (non-consecutive)
1556-1577: account book (non-consecutive)
1570-1573: minute book
1575-1600: court extracts, surveys and rentals
1575-1600: survey
1597-1672: bailiff's views of accounts (non-consecutive)
1601-1601: terrier
1612-1717: court books
1641-1647: rentals
1658-1671: rentals
1740-1793: minute book
1740-1740: estreats, with other manors
1748-1763: steward's papers (1 bundle)
1750-1750: particulars of customs
1757-1800: rentals (non-consecutive)
1762-1925: court book (indexed)
1783-1783: schedule of court records
1793-1797: accounts of court profits
1797-1797: court fees book
1798-1799: surveys⁴⁹
1823-1832: court fines received
1835-1835: rental
1884-1884: rental
1887-1897: minute book

Norfolk Record Office
Suffolk Archives - Ipswich



The Lordship of the Manor of The Manor of Black Park, Shropshire

Two miles from the market town of Whitchurch lies the Lordship of the Manor and township of Black Park. This rural estate of over 1,300 acres is noted for being the site of a Medieval castle belonging to the Earl of Shrewsbury. The township contains two small lakes, Osmere and Blakemere. In recent times Black Park has become a division, submanor and township within the Manor and parish of Whitchurch though it was a manor in its own right whilst being a possession of the famous Talbot family.

The manor, sometimes known as Blackmere, after the lake, was the site of a manor house held by the Le Strange family as early as the 11th century. It was on this site that the later castle was built when the manor passed to the Talbot



family in the 14th century. There is some evidence of a moated platform and it is likely that the castle was more of a family home than a military building. The manor passed through the marriage of Ankeret Le Strange to Richard Talbot, in and around 1377.

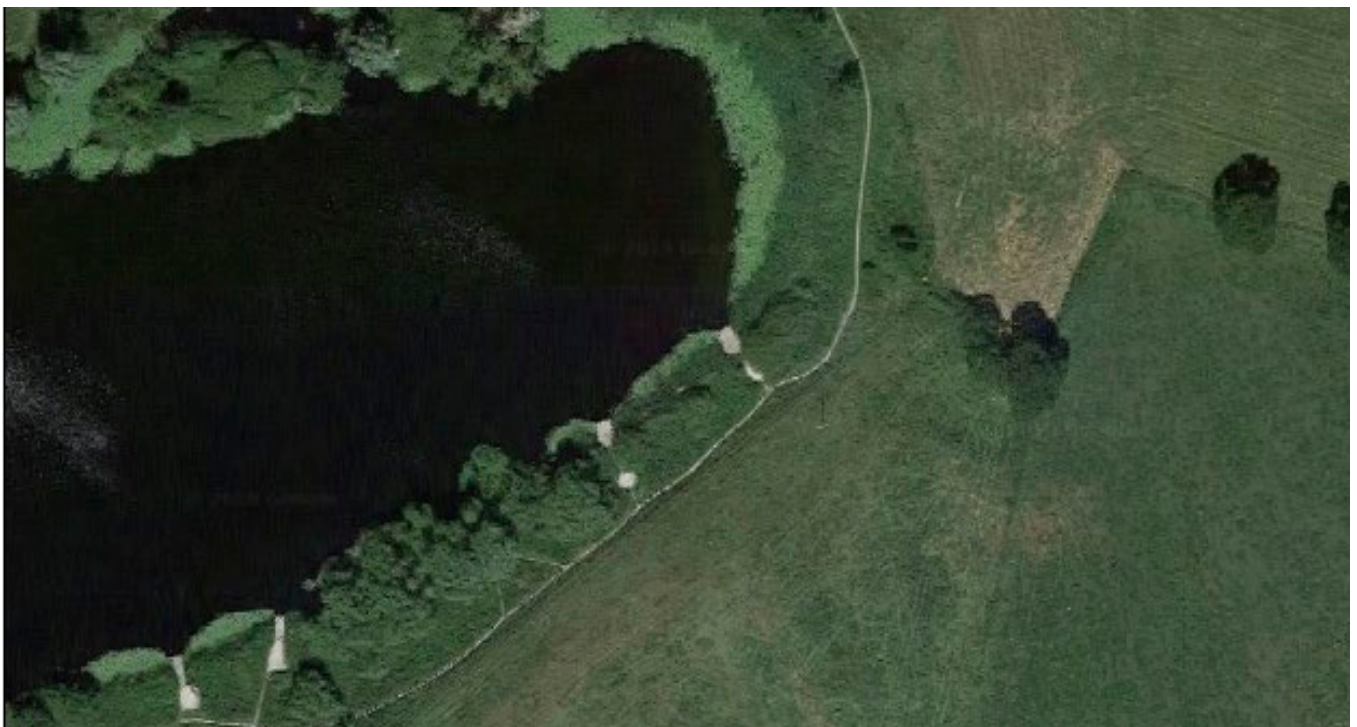
In 1418 Sir Gilbert Talbot died and at his Inquisition Post Mortem, it was found that he had been Lord of Black Park. Further, it notes that *jointly with his wife he held the manors of Black Park and Whitchurch with the advowsons of Whitchurch and Ightfield, by the grant of Roger Thresk, parson of Whitchurch, Edward Sprynghouse and John Camyle, esquire to them and his heirs and assigns., by their charter shown to the jurors and dated Black Park on 23 October 1413. Black Park manor is held go Gerald Isflet, knight, Elizabeth, duchess of Norfolk, Joan Beauchamp, Lady Abergavenny, Roland Lanthale, Knight and his wife Margaret, service unknown, annual value £100.*

Later, Black Park was the seat of Gilbert's grandson, John, first Earl of Shrewsbury, and ancestor of the present Earl. Born at the castle in 1388, Talbot was the 4th Baron Talbot and on his marriage to Joan Funivall, that family's heiress, became the Lord of Bittesby, in 1404. Talbot's life was one of battle; he fought in Wales as teenager and by 1413 he had been made Lieutenant of Ireland by Henry V. In 1419 Talbot travelled to France, fighting at the sieges of Melun and Meaux, and later, after warring with his adversary in Ireland, the Earl of Ormonde, he returned to France where he took part in the siege of Orleans. His fame and repute as a warrior was such that Joan of Arc was said to have believed that Talbot led the English forces. He was later captured by the French at Patay where he had fought against overwhelming odds. He remained a prisoner until 1433 when, on his release, he joined forces with the Duke of Burgundy. He remained in France and is considered to have done much to keep Normandy in English hands. In 1442 he was created Earl of Shrewsbury and made Constable of France. The next year he finally returned to England and was made, for the third time, Governor of Ireland, as well as receiving the Earldom of Waterford and the Hereditary Lord Stewardship of Ireland. In 1452, as the French threatened Calais, Shrewsbury was sent to France as Lieutenant of Aquitaine, with almost regal powers. After a bloody campaign Shrewsbury made a stand with his English and Gascon troops at Castillon. Despite a brave charge from his men, to cries of 'Talbot, Talbot, St George' the battle was lost and Shrewsbury killed. Despite this loss Shrewsbury remained one of the most famous warriors of his age, on both sides of the channel.

Black Park was the site of Talbot's castle of which there are no remains. It is now a sub-manor and township of the manor and parish of Whitchurch. The manor was sold in 1590 and the castle soon fell into ruins. The purchaser was Sir Thomas Egerton, a successful and wealthy lawyer, who made his fortune during the reign of Elizabeth. Born in 1540, he was the illegitimate son of Sir Richard Egerton of Ridley in Cheshire and a local unmarried woman, Alice Sparks. Unusually he was acknowledged by his father's family



and he received an excellent education at Oxford, and later took the Bar at Lincoln's Inn. His legal career was remarkable and he was able to take advantage of the more tolerant Tudor attitude to those from 'unfortunate' backgrounds. In 1581 he was appointed Solicitor General. As such, Egerton played a major role in the prosecution of Mary, Queen of Scots and also of Philip Howard, Earl of Arundel, who was accused of treason. In 1592, Egerton was knighted and became Master of the Rolls. On the accession of James I in 1603, Egerton was created Baron Ellesmere and became Lord Chancellor. After his death, his estates, including the manor of Black Park, passed to his son John, who was created Earl of Bridgewater; a title promised to his father, but who had died before receiving it. The fourth Earl, Scroop Egerton was raised to the Dukedom of Bridgewater in 1720 by which time the family were extremely wealthy. They famously used this wealth to pay for the construction of the Bridgewater Canal between Runcorn and Leigh in Cheshire, the first great canal to be built in the 18th century. Black Park remained in the Egerton family until 1829. Under the will of the seventh and final earl (the Dukedom having become extinct) the Manor was left in the hands of his widow, Charlotte, until her death in 1849 when it descended to her great-nephew John Home Cust, Viscount Alford, father of the second Earl Brownlow. The Manor remained in the hands of the Earls Brownlow until the end of the 20th century.



The Lordship of the The Manor of Normanton, Yorkshire

The small town of Normanton lies a few miles north of Wakefield. Its boundary includes the River Calder. It was a small rural settlement until the 19th century when several railway lines passed through, opening up trade. Normanton became one of the important rail hubs in Britain and for a time, its quarter of a mile platform was the longest anywhere in the world. The station was Normanton's biggest employer, boasting 700 staff who handled almost a million passengers a year, including Queen Victoria, who spent a night at the station hotel. Later, the town became a centre of the mining industry.

The manor of Normanton is noted in Domesday Book of 1086, the entry reading;

In Normantune there are 10 carucates for geld, which 5 plows can plough. 2 thegns had 2 manors there in Edward's time. Now, in the King's hand there are 6 villeins there, and 3 bordars, a priest and a church, with 3 ploughs, 3 acres of meadow. Pasturable wood 6 furlongs in length and 1 in breadth. The whole of this land lies in the soc of Wachefelt, except the Church. In Edwards's time it was worth 12s: now 10s.

The Norman settlement was surrounded by a moat and there is evidence that it was a fortified stronghold, which gave rise to its name - meaning *Norman's Town*. Since the manor was held by King William himself, it seems extremely likely that Normanton was a centre of The Conqueror's power in the area, from which he subdued and cowed the local population after 1066 in an episode known as the Harrying of the North. It is interesting then to note that one of the earliest recorded Lords of Normanton after the Conquest was one Hugh de Morkar, a Saxon. His daughter, Lutetia, married the Norman, Walter Pactavensis of Pictou, which may explain why he seems to have been able to hold the manor. He is recorded as gifting a parcel of the town to Walter Paytfyn, Lord of Headingley in the latter years of the 11th century. Further evidence on Morkar is lacking but it seems as though the manor remained in the family for several generations. Some sources imply the Manor passed down the Russell family but the recorded descent is extremely obscure.

A publication of The Thoresby Society notes that Roger Paytfyn became Lord of the Manor during the 13th century after he inherited the title through his marriage to Emma, the daughter and heir and William Russell. It is perhaps during this century that Normanton was drawn into the orbit of the huge manor of Wakefield, which it bounded. Certainly by the end of the 13th century its administration had been absorbed into that of its huge neighbour. The Manor of Wakefield operated like a barony, with a large number of members, or sub-members, within it, as well as numerous villages and hamlets. Normanton retained some degree of separation well after the 13th century but how it became absorbed is not completely clear. It is likely that the Lords of Wakefield were the overlords of the smaller manor and then subsumed Normanton as a member of that 'baronial' lordship. There are separate rental accounts for Normanton dating from 1428 and 1429.



Normanton Station 1844

The history of the Lords of the Manor of Wakefield is far too long for this short history of Normanton but after the two became closely associated in the 13th century they essentially follow the same descent. Granted to the Warren family, later Earls of Surrey, by William after 1066 it remained in this family for over 200 years. The 7th Earl of Surrey, John de Warren, granted Wakefield and Normanton to Edward II in 1316. John had no heirs and sought a regrant of the estate to his illegitimate son John de Warren, son of Maud de Nerford. During the reign of Edward III the entire estate, including Normanton passed to the Crown on the basis of the 1316 grant and remained in its possession until the reign of Charles I when it was granted to Henry, Earl of Holland. In 1663 it was purchased by Sir Christopher Clapham. In 1700 his heirs sold it to the Duke of Leeds.

In 1804, Parliament passed an Inclosure Act for Normanton Common, and this Act notes that the Duke of Leeds was Lord of Normanton and entitled to compensation for loss of manorial rights. This was the 6th Duke who left his property to his son-in-law, Sackville Walter Lane-Fox. After the death of Amelia Lane-Fox, in 1926, Normanton became the property of her husband, Charles Anderson-Pelham 4th Earl of Yarborough. In 1948 it was inherited by the 5th Earl's daughter, Lady Fauconberg from whom it passed to the present owner.

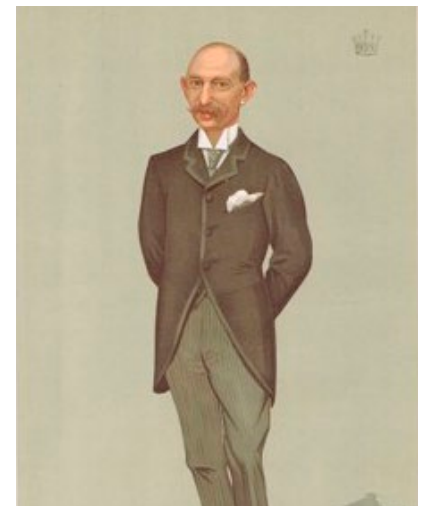
A selection of Documents associated with the Manor in the Public Domain.

1428-1429: accounts, with Wakefield

Notts University Library

1800- 1850: map

West Yorkshire Archives, Wakefield



4th Earl of Yarborough



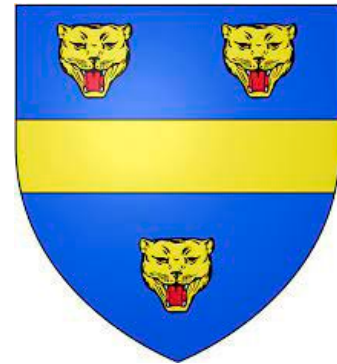
Entrance_to_Normanton_High_Street

The Lordship of the Manor of Stradbroke with Stubcroft, Suffolk

In association with Strutt and Parker

Lying midway between Norwich and Ipswich, the village of Stradbroke is an important centre of the local Suffolk area; being home to a number of important local facilities. It takes its name from the Saxon for *a brook next to a Roman road* though the road is hard to discern today. It is an extremely attractive place, centred on the parish church of St Peters.

Stradbroke is first mentioned in Domesday Book, where it is recorded as a single manor under the overlordship of Robert Male. During the early part of the 12th century, the manor was enfeoffed, or granted, to the Rufus family by the Earl of Mortain,



De La Pole Arms

who later became King Stephen. Ernald Rufus is the first recorded Lord of Stradbroke which was counted as part of the Honour of Eye. This grant was confirmed on Ernald in 1199 by King John. Two years later, when he would have been an old man, he gave a deed to the priory church of Woodbridge for the health of his soul and that of his wife, Isabel. Rufus had founded the priory in 1193.

Ernald was succeeded by his son Hugh, who in turn left Stradbroke to his eldest son, William le Rus, who died seized of the manor in 1253. His only surviving child was a daughter, Alice, who was married to Sir Richard de Brewse and so the manor passed to his family. The Brewse, or Broase family were a powerful Anglo-Norman clan, though Richard was a relatively minor member. He honoured the lineage of his wife, by granting 10 marks per year to Woodbridge Priory and money for a canon to pray for their souls. This was a common practice amongst the Anglo-Norman aristocracy who believed that their souls could be elevated by deeds of gift to the church. Richard is recorded as the Lord of Stradbroke at the time of the compilation of the Hundred Rolls in 1280 and it is recorded in the Patent Rolls that in the same year a commission of Oyer and Terminer (an investigation) was issued to discover the persons who had destroyed the fences and gates of his park at Stradbroke. Clearly Brewse had created a park in the manor and some locals, whether they be landowners like him, or men of more modest backgrounds, had not taken kindly to this. Sadly, the names or the perpetrators, or their motivations, are not recorded. Interestingly, Sir Richard sought and obtained a grant of free warren for Stradbroke in 1309 so it could be that his park in the manor had not been legally created, thus explaining the destruction.

In 1357 the manor passed, either by sale or through marriage, to Sir John Wingfield who was the chief administrator of Edward, the Black Prince. He fought in Normandy in the 1340s, being present at the Battle of Crecy and at Poitiers, where he famously captured a French knight, D'Aubigny, the French king's bodyguard. Wingfield died of the plague in 1361 and the manor of Stradbroke passed to his widow, Eleanor. At her death in 1375 it descended to Wingfield's daughter Katherine, who was married to Michael de la Pole, Earl of Suffolk and Chancellor of England. He died in 1415 during the siege of Harfleur and the manor passed to his son, Michael, whose tenure was ended swiftly when he was killed at the Battle of Agincourt in



Memorial to Sir John Wingfield

October 1415. He was succeeded by his brother William, who became the 4th Earl of Suffolk. On his death in 1450, after being exiled for treason by Henry VI, he was found to be seized of the manor of Stradbroke with Stubcroft. His son and heir, John 2nd Duke of Suffolk was a child at the time of his father's death. When he came of age in 1460 he came down on the side of the Yorkists, during the Wars of the Roses. He fought at both the Battle of St Albans and the brutal battle of Towton in the following year and after the victory of Edward IV he campaigned with the new king in Scotland. However, he was never considered to be amongst the first rank of the aristocracy. After Edward's death, John dallied in his support for Richard III and did not appear at the Battle of Bosworth in 1485. After the victory of Henry Tudor he remained a semi-trusted member of court, even if his son, the Earl of Lincoln rebelled against the new king and was killed in 1487. At Suffolk's death in 1492 the manor of Stradbroke passed to his younger son, Edmund. He left England of his own accord in 1501 and declared himself the true Yorkist claimant to the throne. In 1506 he was sailing to Spain but a storm blew his ship onto the shore of England and he was subsequently arrested and imprisoned in the Tower of London. In 1513, after seven years as a prisoner he was summarily executed on the orders of Henry VIII and all of his titles and estates were seized by the Crown.

By the time of Suffolk's death the manor of Stradbroke with Subcroft had been granted by the Crown to Thomas Lord Howard but by the 1530s it had reverted to Charles Brandon, Duke of Suffolk who had seemingly been granted the manor by Henry VIII. Until 1610 the lordship remained as part of the Crown's estates. At this time it was granted to Henry, Prince of Wales, the eldest son of James I but he died two years later from typhoid fever. It was then granted to Queen Henrietta Maria, wife of Charles I. It appears that the manor remained as part of the Crown's estate until 1810. During this time it was leased out to various holders, including Sir William Morden Harbord. In 1810 the manor was sold to Charles, Marquis Cornwallis but in 1823 it was sold along with the whole of the Oakley Estate to Mattias Kerrison. He was known locally as the 'Bungay Millionaire' having made money through the development of the Staithe navigation. The manor eventually passed as part of the estate to the Maskell family and their descendants in whom it remains. There is a very large collection of manorial documents for Stradbroke with Stubcroft held by Suffolk Archives and The National Archives.



Documents in the Public Domain Associated with this Lordship

1411-1532-1543: court roll
1553-1557: court roll
1628-1635: court rolls (3)
1428-1428: rental (1 vol)
1501-1501: estreat
1621-1621: survey
1639-1639: court extract
1650-1650: survey (18th cent copy)
1650-1650: rental (18th cent copy)
1651-1935: court books (15)
1740-1803: rentals (4 vols)
1793-1797: accounts of court profits
1794-1794: schedule of tenants
1794-1794: survey
1797-1800: rental
1800-1800: rental
1822-1822: statement of the customs of the manor
1823-1832: court fines
1876-1886: rental
1887-1898: minute book
1887-1906: quit and free rent accounts,
1887-1887: schedules of court records
1894-1899: collector's quit and free rent accounts
1900-1905: quit and free rentals, with other manors (3)
1925-1925: rental, with other manors

The National Archives

Suffolk Archives - Ipswich



Stradbroke

OUR TERMS OF SERVICE

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply services to an intending purchaser of a Lordship or Barony Title.

1.2 **Why you should read them.** Please read these terms carefully before you seek to instruct us. These terms tell you who we are, the process for purchasing a Title (which we refer to as a “Lot”), how we will provide certain services to you, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or you want to negotiate a change to any of our terms, please contact us as indicated below.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Manorial Services Ltd a company registered in England and Wales. Our company registration number is 12712329 and our registered office is at 426/428 Holdenhurst Road, Bournemouth, Dorset, BH8 9AA. Our registered VAT number is 359 6672 44.

2.2 **How to contact us.** You can contact us by telephone on 07957 444 473, completing the contact form on our website or by writing to us at info@manorialservices.com

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when you engaged us.

2.4 **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 **Our services to you.** Our services to you will consist of arranging the reservation of, and putting your offer to a vendor to purchase, a Lordship or Barony Title.

3.2 **Display of Titles.** Available Titles may be viewed in Lots from our catalogues. These are available on request. If you are interested in a Lot then you are invited to apply to us with instructions to put an offer to the vendor for the purchase of that Lot.

3.3 **How we will accept your instructions.** Our acceptance of your instructions will take place when we write to you (by letter or email) to accept them, at which point a contract will come into existence between you and us.

3.4 **If we cannot accept your instructions.** If we are unable to accept your instructions, we will usually inform you of this by telephone or in writing but if you do not receive our acceptance in writing then no contract is in existence between us.

3.5 **Limited to the UK.** Our services are limited to Lordship and Barony Titles in the UK. We accept instructions from intending purchasers outside the UK but we cannot reserve or put offers for Titles outside of the UK.

4. **PROVIDING THE SERVICE**

4.1 **When we will provide the service.** We will begin the services on the date we accept your instructions.

4.2 **Reserving a Title.** After you have applied to us for a particular Lot and we have accepted your instructions, we will promptly put an offer to the vendor. Subject always to contract as explained below, the Lot will be reserved on receipt of the Buyer Premium and the deposit from you in accordance with clauses 5.5 and 6.3 below and will stay reserved for a period ending three months from your receipt of the contract for purchase as explained in the next clause (or such longer period as we may confirm in writing after discussing with the vendor; depending on the Title the preparation of the contract for purchase may take longer than any timescale we may have outlined to you when we accepted your instructions).

4.3 **Contract for purchase.** On the vendor's acceptance of your offer, we will arrange with the vendor's solicitor the preparation of a contract for the sale and purchase of the Title between you and the vendor. Such contract will be on terms similar to the purchase of any land or property. Upon receipt of the contract we recommend that you take legal advice and appoint your own solicitor. To proceed with the purchase of the Title you must sign and date the contract and return it to us with the deposit and our fee referred to below.

4.4 **We are not responsible for delays outside our control.** If our supply of the contract for purchase to you is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay of more than six months from our acceptance of your instructions then, as a goodwill guarantee, you may contact us to end your contract with us for our services and receive a refund of the deposit and our fees.

5. **OUR FEES**

5.1 **Our fees ("Buyer Premium").** The fees for our services to you, known as the Buyer's Premium, equate to a stepped percentage of the price of the Lot agreed with the vendor.

(a) You will pay us 20% of the price agreed with the vendor up to £50,000 and 15% of the price agreed above £50,000, plus VAT on the overall sum. For illustration purposes, if the price agreed for the Lot is £55,000, and the prevailing rate of VAT is 20%, the Buyer Premium will be £10,750 (comprising £10,000 for the first £50,000 (at 20%), £750 for the remaining £5,000 (at 15%) and £2,150 for VAT (at the 20% prevailing rate).

(b) You may also be required to pay a top-up fee too in the circumstances described in clause 6.7 below.

5.2 **Guide price for the Lots.** The guide price of each Lot is set out on our website and in the

catalogue. All Lots are zero-rated for VAT which will not be payable on the price you pay a vendor. Your instructions to us may be to offer the vendor less than the guide price but we may refuse to accept your instructions, and no contract for services will be in place between us, if we believe the vendor will not entertain that offer. Our business depends on good relations with the vendors and derisory offers therefore will not be actioned.

- 5.3 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your instruction and the date the vendor agrees the price of the Lot with you, we will adjust the rate of VAT that you pay.
- 5.4 **Currency conversion.** If we agree to accept foreign monies, these will be credited at the prevailing rate on the day that they are converted into sterling. Any shortfall shall be paid to us promptly on demand and any excess will be applied to the price payable to the vendor on completion which we will send to the vendor's solicitor.
- 5.5 **When you must pay and how you must pay.** We prefer BACS payments but we do accept payment by all major debit and credit cards subject to a surcharge of 1.5% (UK/EU) or 3.5% (non-UK/EU). You must pay the Buyer Premium on receipt of our invoice which we will issue at the same time as we confirm the vendor's acceptance of your offer. You must pay our invoice at the latest within seven calendar days after the date of the invoice.
- 5.6 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 5.7 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 5.8 **Right to a refund of our fees.** Your rights to the refund of our fees are as follows
- (a) Even if we are not at fault but you end the contract under our goodwill guarantee set out in clause 4.4, you will receive a full refund of our fees.
 - (b) If, pre-contract with the vendor, your solicitors discover a defective title during their investigations which affects the vendor's ownership of the Lot, you will receive a full refund of our fees (as well as the deposit paid in accordance with clause 6.5). You will need to provide us with satisfactory evidence of the defect (usually via a letter from you solicitor) before we refund our fees.

6. THE DEPOSIT

- 6.1 **Reasons for the deposit.** There are two reasons why we take a deposit:
- (a) **Protection for the vendor.** As any vendor requires when selling a residential property, a deposit will be payable on the entry into of the contract for the sale and purchase of a Lot too with the vendor (see clause 4.3). The deposit will form part payment of the purchase

price you agree with the vendor should you proceed to complete the purchase of the Lot.

- (b) **Protection for us too.** Our business depends on good relations with the vendors and it is imperative that you will go on to honour the purchase if your offer is accepted by a vendor. As the Lot will be reserved to you and withdrawn from sale, our opportunity to sell the Lot to a genuine buyer may be lost if you unreasonably pull out of the transaction. Accordingly, should you pull out of the purchase pre-contract with the vendor for any reason other than as explained in clause (c) below, you will forfeit the deposit which will be charged to you as a reservation fee.

6.2 **Amount of the deposit.** The deposit payable to reserve any Lot will equate to 25% of the price of the Lot agreed with the vendor.

6.3 **When you must pay the deposit and how you must pay it.** As with our fees, we prefer BACS payments but we do accept payment by all major debit and credit cards subject to a surcharge of 2.5% (UK/EU) or 3.5% (non-UK/EU). You must pay the deposit at the same time as you pay our Buyer Premium – on receipt of the invoice for our fees (which we will issue at the same time as we confirm the vendor's acceptance of your offer). It must be paid at the latest within seven calendar days after the date of the invoice for our fees.

6.4 **Holding and release of the deposit.** We will hold the deposit as stakeholder for the vendor until completion of the purchase at which point it will be released to the vendor (or until it may otherwise be released to the vendor in accordance with the terms of the contract for the sale and purchase of the Lot between you and the vendor). If you pull out of the purchase pre-contract with the vendor for any reason other than as explained in clause (c) below, you will forfeit the deposit as explained above and, by way of set off, it will be released to us in payment of the reservation fee.

6.5 **Return of the deposit.** Your rights to the return of the deposit paid are as follows:

- (a) Even if we are not at fault but you end the contract under our goodwill guarantee set out in clause 4.4, you will receive the deposit back from us.
- (b) Once you have entered into a contract for the sale and purchase of the Lot with the vendor, the deposit may be returnable by the vendor under the terms of the purchase contract (for example if the contract is rescinded) but you will need to take this up directly with the vendor and enforce your contractual rights against the vendor.
- (c) If, pre-contract with the vendor, your solicitors discover a defective title during their investigations which affects the vendor's ownership of the Lot, you will receive the deposit back from us (as well as a refund of our fees in accordance with clause 5.8). You will need to provide us with satisfactory evidence of the defect (usually via a letter from you solicitors) before we return the deposit to you.

6.6 **Deposit is also a reservation fee.** As explained above, the deposit also acts as a reservation fee if, and only if, you pull out of the purchase pre-contract with the vendor for any reason other than as explained in clause 6.5. If this occurs, we will charge you a reservation fee equal to the amount of the deposit inclusive of VAT at the prevailing rate. We may issue you with an invoice at any time after you have pulled out and we will set off your liability for the payment of our invoice by retaining the deposit.

6.7 **Election to re-use the deposit (and top-up fee).** Rather than incur the reservation fee should you decide to pull out of the purchase pre-contract, you may elect to use the deposit to make an

offer on another Lot for an equal or lesser value so long as you make such an offer within six months (or longer as agreed with us) of you pulling out of your previous Lot. If the amount agreed for the new Lot is less than the previous reserved Lot then the deposit will still stand as the deposit under your contract with the new vendor (albeit for more than 25% of the purchase price) but if the amount agreed for the new Lot is more than the previous reserved Lot then you will need to increase the deposit to 25% of the price accepted by the new vendor. We also reserve the right to charge you an additional “top-up” fee for the new Lot on the same basis as clause (a) above, save that the additional fee will be reduced by the amount already charged for the previous reserved lot (ignoring the VAT charged when calculating the reduced fee).

7. YOUR CONSUMER RIGHTS

7.1 **Ending your contract with us.** Your rights to end the contract you have with us are limited:

- (a) **If you want to end the contract because of something we have done or have told you we are going to do**, please see clause Ending the contract because of something we have not been able to do. If you are ending your contract with us because you are legally entitled to after we have done something wrong (i.e. broken the contract) or you want to exercise our goodwill guarantee in clause 4.4 above your contract with us will end immediately. We will refund you in full the deposit and the payment of our fees if you exercise our goodwill guarantee. You may be entitled to compensation if you have a legal right to end the contract because of something we have done wrong but please note our responsibility in respect of your losses in clause 11.;
- (b) **In all other cases**, please see clause 7.3.

7.2 **Ending the contract because of something we have not been able to do.** If you are ending your contract with us because you are legally entitled to after we have done something wrong (i.e. broken the contract) or you want to exercise our goodwill guarantee in clause 4.4 above your contract with us will end immediately. We will refund you in full the deposit and the payment of our fees if you exercise our goodwill guarantee. You may be entitled to compensation if you have a legal right to end the contract because of something we have done wrong but please note our responsibility in respect of your losses in clause 11.

7.3 **You are unlikely to have the right to change your mind.** As we are providing services to you, you will not have a right to change your mind once we have accepted your instructions and contacted the vendor with your offer. At that point, we feel that our services to you are complete and you cannot then change your mind. Notwithstanding this position, this does not affect your rights to a refund of our fees and the return of the deposit in accordance with clause 5.8 and clause 6.5 which are more generous than your legal rights under consumer laws and, of course, we will only charge you fees in the first place if the vendor accepts your offer (or indeed any revised offer). If you wish to end the contract in what is likely to be a small window before we contact the vendor then you will need to do this as soon as possible after we have accepted your instructions (you have 14 days from our acceptance but only if we have not contacted the vendor; if we already have then our services are complete and you cannot cancel).

8. HOW TO END THE CONTRACT WITH US

8.1 **Tell us you want to end the contract.** If you are entitled to end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call us on 07957 444 473 or email us at info@manorialservices.com.
- (b) **Online.** Complete our contact form on our website.
- (c) **By post.** Write to us at 113 Bellenden road, London SE15 4HY, United Kingdom.

8.2 **How we will refund you if a refund is due.** We will refund you by the method you used for payment.

8.3 **When your refund will be made if due.** We will make any refunds due to you as soon as possible and in any event within 14 days of notifying you that you are due one.

9. **OUR RIGHTS TO END OUR CONTRACT WITH YOU**

9.1 **We may end the contract if you break it.** We may end our contract with you at any time by writing to you if you do not make any payment to us when it is due and you still do not make payment within seven days of us reminding you that payment is due.

9.2 **You may have to compensate us if you break the contract.** If we end the contract we may charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10. **IF THERE IS A PROBLEM WITH THE SERVICES**

10.1 **How to tell us about problems.** If you have any questions or complaints about our services, please contact us. You can telephone us at 07957 444 473 or write to us at info@manorialservices.com or at 113 Bellenden road, London SE15 4HY, United Kingdom.

10.2 **Problem with the Title.** After you have entered into a contract for the sale and purchase of a Lot with the vendor (see clause 4.3), any questions or complaints about the Title should be referred directly to the vendor and you should enforce all your rights against the vendor under that contract.

11. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

11.1 **Particulars may vary slightly from the catalogue.** Please note that all catalogue particulars are given as a general outline only. Although we have made every effort to display accurate particulars, these are for guidance only and are not intended to amount to advice on which you should rely. Intending purchasers will need to satisfy themselves by their own investigations, inspections, searches as to the correctness of the particulars before entering into a contract with the vendor. In particular, any references in the particulars as to the geographical extent of a Lot is given for historical interest. Any rights referred to in the particulars being part of or any rights which may be associated with Lordships, Baronies, and Seignories are to be taken as historical and the operable historic rights associated with their purchase must be legally established by each new owner.

11.2 **Manorial rules.** The Lots in our catalogues are offered for sale subject to the Manorial Document Rules 1959 (No I 399); the Manorial Documents (Amendment) Rules 1963 (No 976); and the Manorial Documents (Amendment) Rules 1967 (No 963), copies of which may

be applied for from the Auctioneers. These rules are mainly concerned with the safe custody of the documents. Where documents are associated with Lots, their location and where they may be inspected by appointment, are given after the particulars for further historical research. Intending purchasers should consider consulting with a solicitor before instructing us to make an offer to the vendor.

- 11.3 **Recourse against the vendor.** We recommend that all intending purchasers consult with a solicitor in respect of investigating the Title and agreeing the contract with the vendor. If you do not use a solicitor regularly or would like to consult a solicitor well-versed in the law as it applies to Lordships of the Manor and Manorial Rights, we can make a recommendation. We do not accept a duty of care to you in respect of your contract with the vendor and once you have entered into a contract with the vendor, your only recourse in respect of the Title is a claim against the vendor under that contract and we are not responsible for any loss or damage under that contract, whether that relates to the Title to the Lot you have purchased or otherwise.
- 11.4 **What we are responsible to you for.** We are responsible though for loss or damage you suffer that is a foreseeable result of our breaking our contract with you, particularly our failing to use reasonable care and skill in arranging and reserving a Lot for you with a vendor. If we are responsible for foreseeable loss or damage then, nonetheless, in no circumstance will we be responsible for more than the fees you paid to us for our services.
- 11.5 **We are not liable for business losses.** We only provide services to individuals. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

How we may use your personal information. We will only use your personal information as set out in our privacy policy which is available on our website.

13. **HOW YOU MAY USE OUR MATERIALS**

- 13.1 **Ownership of materials.** We are the owner or the licensee of all intellectual property rights in our materials, including our catalogues of Lots and the content on our website. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 13.2 **Permitted acts.**
- (a) You may print off one copy of our current catalogue, and may download extracts of any page(s) from that catalogue or generally on our website, for your personal use and you may draw the attention of others to content posted on our website.
 - (b) You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 13.3 **Acknowledgment of our rights.** Our status (and that of any identified contributors) as the authors of content in our catalogues or on our website must always be acknowledged.

13.4 **Prohibitions.** You must not use any part of our catalogues or the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy, download, share or repost any part of our materials in breach of these terms of use, your right to use our materials will cease immediately and you must, at our option, return or destroy any copies you have made.

14. **OTHER IMPORTANT TERMS**

14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under our contract.

14.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

14.5 **We are not your partner or agent.** Nothing in this contract is intended to establish any partnership between us or constitute either of us as the agent of the other.

14.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

14.7 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.

What is a Manorial Lordship?

- 1.1: Introduction
- 1.2: Importance of Solicitors
- 1.3: Taxation
- 1.4: British and overseas owners and death
- 1.5: Land Registration Act, 2002 (LRA)
- 1.6: Scottish baronies
- 2.1 Property: Real and Incorporeal
- 2.2: Treasury Solicitor (BV)

1.1: Introduction

UNDER the laws of real property in England, Wales, Northern Ireland, and the Irish Republic, Lordships of the manor are known as 'estates in land' and in Courts, where they may crop up in cases to do with real property, they are often simply called 'land'.

They are 'incorporeal hereditaments' (literally, property without body) and are well glossed from the English and Welsh point of view in Halsbury's Laws of England, vol viii, title Copyholds, which is available in most solicitors' offices or central reference library.

Manors cover an immutable area of land and may include rights over and under that land, such as rights to exploit minerals under the soil, manorial waste, commons and greens. While it has always been the case that manorial rights can sometimes have a high value, this is rare because the rights are frequently unknown and unresearched (or are just not commercial). There is no value in owning mineral rights if there are no commercially exploitable minerals, such as granite or aggregate. If such benefits were routine, then asking prices by agents would be considerably higher to reflect this. However there may be future value in minerals trespass, where developers must dig down below the surface to put in footings for buildings or roads. Evidence for ownership of minerals rights is largely dependent on the individual administration of the manor and what records may be in the public domain. The Land Registry require robust proof of ownership and the Society would always recommend that Lords use a professional researcher to undertake such work, which can be expensive.

We are sometimes asked whether Lordships are a 'good investment' to which the answer is, 'what goes up can also come down.' The average price of a Manor was about £300 in 1955; about £600 in 1976; about £2,500 in 1981; about £10,000 in 1989; about £7,000 in 1992, during the last recession; about £12,000 in 1998, and about £7,000 now. Some Lordships command a premium price because of their names: Stratford Upon Avon and Wimbledon, sold respectively in 1993 and 1996 for £110,000 and £171,000. These are exceptional. At sales, some Manors will go higher or lower than the average, depending on the current financial climate. If you should enjoy a capital gain, then treat it as serendipity.

1.2: Importance of Solicitors

Like any other real property (known as real estate in the United States), Manorial Lordships belong to some one and are conveyed in precisely the same way as you would convey a house. Just as you would not contemplate the purchase of a house without legal advice, so you would be unwise to contemplate the purchase of a Manor without legal advice and you should appoint an independent solicitor/attorney. Agents such as Manorial Services and Strutt & Parker have panels of solicitors who are well versed in this arcane area of property law and will advise, but an intending purchaser is free to appoint any solicitor of his or her choice.

Solicitors will be looking principally for one thing: whether the person or company selling is the legal owner:

'Legal owner' is an important expression in law, and is quite different from a similar expression in law 'beneficial owner' (eg such as a beneficiary under a Will where the legal owner is the Executor or Trustee). The solicitor will also make inquiries with the seller's solicitors about any rights that may be passed. He will also make Land Searches at HM Land Registry.

Once you have made your offer and it is accepted, your solicitor will ask the vendor's solicitor for what is known as an Epitome of Title: ie proof of ownership over not less than 15 years (20 years in Ireland). With Lordships, in practice in the Civil Law, title is generally traced back 50 or more years. Proof of ownership is sometimes found in family or estate documents: viz Assents, Probates, Wills, Mortgages, Settlements. Statutory Declarations are common, the latter supported by persuasive exhibits from secondary sources. In effect, they are similar to the authentication of an unsigned painting, unmarked porcelain or furniture. They are as good as the person making the Declaration and the evidence adduced in exhibits. The legal expression that will appear in a Conveyance or wording very similar, in such Conveyances is 'All and Singular that Manor or Lordship or Reputed Manor or Lordship of X, in the parish of Y, in the County of Z..'

A purchaser's solicitor will check also by Searches that the seller is not a bankrupt or (if a company) where it is incorporated and not struck off or in receivership.

A solicitor will also check that the Manor is purchased 'unencumbered' (ie that there are no unexpected costs, such as the duty to repair the chancel of the local church, known as the 'lay rectorship', or 'lay impropriatorship' or to maintain the village green).

1.3: Taxation

It is not a very complicated job, but it is worth spending about £400 with a solicitor who will ask the right questions of the seller's solicitor and to get the correct paperwork. We mentioned commercial rights and capital gains on the asset: do not forget that if by chance there were potentially valuable rights on the Manor, the first thing you need to prove any legal entitlement to them is good title and conveyancing.

Value Added Tax (VAT) does not apply to the Lordship or Barony/Honour itself, but VAT on commissions paid to the agents will attract VAT at the prevailing rate (presently 20% in the UK) to all purchasers within the European Union. All other purchasers are exempt, as they are if they buy most goods in the UK.

Other taxes, such as Capital Gains or any income from a Lordship (eg mines and minerals, manorial waste) may well apply in the national jurisdiction of the owner. Owners should consult a tax accountant if need be.

1.4: British and overseas owners and death

A Lordship has a value and for all Lords of Manors, it will count as an asset at death, unless a lifetime arrangement has already been made. If you are domiciled outside the UK and your Lordship is your only UK asset, you will still need a Probate Certificate, even though the value is very likely to be well below the threshold for Inheritance Tax. This is usually a formality - an important one - and the solicitor who helped you to acquire the Lordship can do this for a deceased estate inexpensively. A Probate Certificate is important where the beneficiary wishes to sell the Lordship for a cash amount, as a purchaser's solicitor will want evidence that it was transferred lawfully: ie that no tax was due on the death of the Testator. The Probate Certificate confirms that tax was not due, or if it formed part of a larger portfolio of assets in the UK, that took the value of the estate above the Inheritance Tax threshold, that it was included as part of the entire deceased estate in the UK.

1.5: Land Registration Act (LRA) (2002)

Lords of the Manor in England and Wales were given until 13 October 2013 to register any rights they may have in the Manor against properties on the register. Registration of rights against unregistered properties and those which have not been sold since 2013 can still be made. Registration can therefore continue

indefinitely BUT if they weren't registered when the freehold is re-registered they lapse on re-registration. However the change in law did not affect freehold rights such as manorial waste, which is by definition freehold belonging to the manor and this can still be registered if sufficient evidence to satisfy the LRA can be presented. The LRA does not oblige owners to register their rights, and non-registration does not mean that the Lordship or its rights are lost. It just means that the traditional paper conveyancing continues, as opposed to electronic conveyancing today. The LRA has a goal of registering everything in the next 30 years so it might be worthwhile considering research before this deadline.

An advantage of rights registration, however - especially if an owner does not live on the spot, enabling him or her to see what is going on - is that a solicitor to a landowner, developer, or house owner, mineral excavation company, wind farm operator, and so forth, where manorial rights might apply, will make a search of the Land Registry as a matter of course. Your name and address, or the address of your solicitor, will be available on the certificate and one of you will receive a letter from a solicitor acting for some one who may need to come to an arrangement on manorial rights with the Lord. This is known as First Registration.

NB: not being registered does not affect your ownership of manorial rights, but it is better to be registered as anyone seeking changes of use of land where the Lord of the Manor may be involved will come to you. You do not need to find the developer or other individual or company if your rights are registered.

You should also note that claims to manorial rights are not retrospective. For example, if you discover that a developer has used a route across the manorial waste or Common, known as a ransom strip, to gain access to a number of houses he has built, and the houses have been built, the Civil Courts of England will not entertain a 'late claim.' The Courts will take what is known as the 'balance of convenience:' ie if you did nothing about a ransom strip before building, or other activity, took place (regardless of whether you knew about it or not), you are most unlikely succeed in such a claim.

1.6: Scottish Baronies

Scottish Baronies are essentially what in England are called 'manors', but are called 'baronies'. Indeed, Scottish Dispositions (Conveyances) routinely refer to the 'manor place' in barony documents going back centuries. Some land was still held feudally in Scotland until reforming legislation in the Scottish Parliament was enacted and came into force in November 2004. Purchasers should engage a Scottish solicitor (Scotland being a separate legal jurisdiction from England and Wales), and a seller will provide what is called an 'Opinion' or an 'Advice' from a lawyer or other land historian, who has made such things a speciality, as to the existence of a barony and the seller's entitlement to sell. Its effect is the same as an English Statutory Declaration.

It should also be noted that Scottish baronies were stripped of all interests in land in November 2004. Rights, therefore, in superiorities, reversions, mines, minerals, solum (common and waste) were abolished, and the shell title 'barony' is all that remains. In England, a Lordship stripped of all its rights exists as a 'Lordship in Gross.' There is no comparable term in Scottish Law of which we are aware.

Conveyances in Scotland tend to be called 'Dispositions' and some legal words differ, but one acquires a barony in much the same way as a Lordship in England. It should be noted that Scottish solicitors are very much more expensive in these matters than English or Irish solicitors. It is wise to get a written quotation from a solicitor before committing.

2.1: Property: Real and Incorporeal

It is perhaps obvious to state, but for the avoidance of doubt, real property is property capable of physical possession, such as a house, a field, a wood, a painting, furniture, and so forth.

Incorporeal property is incapable of physical possession. As already noted, Lordships of the Manor (and Honours or Baronies) (all from now on in this advice called 'Lordships') are incorporeal property ('incorporeal hereditaments' - literally property without body). Other forms of incorporeal property, with which readers

might be more familiar, are copyright, patents, intellectual property.

The important aspect of both forms of property ownership is that property belongs to some one or more what may. The vast majority of Lordships belong to some individual or to trustees or might be held in a limited company, or a 'corporation sole,' such as the Lord Mayor and Corporation of the City of London, who are Lords of the King's Manor, Southwark, an Oxford College, a hospital charity, as Residuary Estate, and so forth.

Statute and recent Case Law is clear that incorporeal hereditaments (here meaning Lordships) cannot be claimed or prescribed: the Limitations Act (1980) and the Land Registration Act (2002), and Case Law in 2009.

2.2: Treasury Solicitor (BV)

However, one institution can lay claim to Lordships and other property.

It sometimes happens that there are no heirs to all sorts of property, including Lordships, or property is in a dissolved limited company or other defunct body. In cases such as these, this property passes to the British Treasury, in the person of the Treasury Solicitor BV (BV stands for bona vacantia, literally 'good vacancy') when the British Treasury becomes the owner. Since it was not the intention of Parliament to deny property to lost heirs or assigns, who may live at the other side of the world and be hard to locate, the Treasury does not normally seek to make sales of unclaimed property for 50 years, but maintains a friendly protective ownership in case an heir turns up within that period. Thereafter, the Treasury comes to market with the property. Lordships are no different, in this instance, from any other property and periodically Treasury (BV) Lordships come up for sale 'on the instructions of the Crown.'

The conception of the Treasury Solicitor (BV) derives from an ancient word, 'escheat.' Escheat came into being in English from the French word 'eschete' from the verb 'eschoir' which itself originates from the Latin 'escadere' 'to fall to the lot of So and So.' Some members may find, in their conveyance, that they are said to have the right to escheat within their manor. In fact, the private ownership of escheat was done away with in reforming legislation many years ago, and transferred to the Crown (ie the British State), which had always enjoyed the right of escheat where there was no heir, or a family had been forfeited and their property escheated. That 'escheat' sometimes appears in conveyances of Lordships today is a legal solecism, usually included because it appears in earlier documents connected with the Lordship, and solicitors, quite rightly, add it to a modern conveyance because 'you never know.' There may be some loophole not yet tested in the Courts, unlikely to succeed as that must be.

Lordships, therefore, always belong to some one, and cannot legally be 'claimed' by third parties, which is what some websites assert.

Manorial rights

The essence of a manorial Lordship, other than the title itself, is its relationship to the land which falls within its geographical extent. While today, and in many cases in the past as well, the great majority of land will be freehold, there might be some areas which remain under manorial ownership, as well as a range of historic rights held by the manorial Lord. Before the reform of the manorial system which took effect on 31st December 1925 the manorial Lord had greater authority, included over the land remaining under the jurisdiction of the manor court, together with any rights that could be exercised over it or within the manor more broadly. From 1st January 1926 these rights were generally retained with the title, but the interests in the land were largely abolished (but see below, in the section on manorial waste). The rights may remain as part of the Lordship today, but it is important to appreciate that this will depend on the particular history and circumstances of the manor in question.

When a vendor offers a Lordship for sale, any manorial rights of which they are aware may be included in the particulars. However, in many cases the vendor does not know which specific rights remain, because it is almost a century since they were considered to have had value and were recorded. Furthermore, the vendor may retain all of some of the rights, so that the sale is of the title only. If a purchaser is interested in manorial rights, research must be undertaken to ascertain what, if any, rights remain. This can be a challenging task, though always an interesting one, and it requires expert input. Although in principle there may be potential commercial benefit to the owner in identifying rights we would not recommend that this should be a motive for purchase: any returns are likely to be nominal and indeed exercising the rights may be controversial in the 21st century. Instead, we see it as a means of breathing new life into a manor and protecting its heritage.

The legal basis of manorial rights, and likewise the procedures for the administering the practical business of a manor, were highly complex and very technical. Manorial law evolved piecemeal over a period of six centuries, and often remained operative long after the original rationale for its development had disappeared—as we discuss below, not until the early 1920s was a serious effort made to reform the law. Crucially, although there were common frameworks and general procedures which applied to most manors, how these worked in practice and in detail varied very widely—no two manors were exactly the same, so it is vital to research each case in depth and to avoid making assumptions.

There are three major categories of manorial rights: (a) franchise and administrative rights which had been granted by the Crown to the Lord of the manor, such as the right to have a market or to hold manorial courts; (b) rights relating to the former existence of copyhold land (see below for an explanation), such as the potential ownership of mines and minerals; and (c) rights to any residual areas of non-freehold land in the manor, generally known as manorial waste. As already noted, although the history and administration of manors are broadly similar across England and Wales, each manor has its own individual history, descent, tradition and topography which means that general observations can only serve as a guideline. Each manor must be researched individually, and those general historical characteristics are only a framework.

Some rights may potentially be formally registered if sufficient evidence can be found to satisfy the rigorous requirements of the Land Registry. These include franchise rights, such as the right to hold a market; reservations of mines and minerals under land which is not registered or has not been reregistered since October 2013; in some circumstances, reservations of general manorial rights (for which only a caution can be registered) on former copyhold land; and areas of manorial waste which can be shown to have existed within the bounds of the manor and have not been made freehold or sold off.

Manorial Lords generally held courts, with a jurisdiction relating to the administration and governance of the manor. Manorial courts were absolutely standard in almost all manor until the early 18th century, but thereafter they often became infrequent or occasional, or even ceased to be held at all. There were two main types of court. The court leet dealt with the day-to-day administration of the manor and the regulation of communal interests, such as the management of grazing animals and the scouring or cleaning of drainage

ditches. The court baron dealt with manorial tenancies, the admission of new tenants, and administrative and financial regulations relating to tenanted land. As already noted, by the 19th century manor courts were rarely held or had fallen into disuse. Others, though, still functioned, and there the Lord of the manor or his steward exercised his authority. Eventually, the Law of Property Act 1922 compulsorily abolished feudal or manorial tenancies and with it ended the legal jurisdiction of manorial courts, taking effect on 1st January 1926. Nevertheless, since then a few manorial courts have continued to operate, without legal powers but held as ceremonial community occasions—several still sit on a regular basis.

Franchise rights

Some manorial rights were granted or gifted to the Lord of the manor by the Crown, allowing him to exploit the economic and commercial potential of his land. For instance, if a Lord sought to obtain a grant giving him the right to hold a market, he anticipated that—assuming the venture was a success—he would have a lucrative asset. He could charge tolls, fines and stall-rents, and would have the power to exclude others from holding competing markets in the surrounding area, giving him a local monopoly. Other franchises, such as the right to enclose land or to authorize others to do so, and to keep certain types of game could also be granted by the Crown. The latter was known as the right of Free Warren. These grants and charters can usually be traced using the medieval government records held at The National Archives in London, or from published sources. Changes more recently might well mean that the commercial benefit of such rights has ceased: thus, since the deregulation of markets in the 1990s the original charters no longer guarantee exclusivity—but they remain a key part of the historical character of a manor.

Enfranchised copyhold

Copyhold was an ancient form of land tenure, which goes back to the early medieval period and survived for over eight centuries. It was abolished under the Law of Property Act 1922, effective from 1st January 1926. Land which was defined as copyhold was in practical terms owned by the copyhold tenant, who was given a written copy of the entry from the manorial court roll confirming his right to the tenancy and land (hence the name). This copy document could be used as legal evidence in disputes, or when the tenancy was transferred. A copyholder could sell his land, lease it out to a third party, or bequeath or gift it to whomsoever they wished, so it was theirs to dispose of as they saw fit. Crucially, though, any such change had to be recorded at the next session of the manor court, being written up in the court roll or court book.

This indicates that it was not held as an outright simple freehold property. There were residual duties, fees and customs owed as obligations or encumbrances to the Lord of the manor. Copyholders could, for example, be summoned to appear as jurors at the court leet—where administrative business was dealt with, ranging from the appointment of officials such as the constable to orders to clear ditches—and they admitted to their tenure at the court baron.

Copyholders who wanted to sell their land surrendered their copyhold tenancy to the Lord of the manor, who would then 'present' it to the purchaser, who was the next tenant. Likewise, if a copyhold tenant died his tenancy was surrendered and then his heir would be 'admitted' as the next tenant. On these occasions details of the extent of the copyhold were recorded and the customary rent was noted. In most cases the rent was very small, because had been fixed in perpetuity centuries before, and could not be altered to allow for inflation of increasing land values. Remaining largely unchanged and unaffected by market forces for centuries, these rents of a few pence or a few shillings often carried on well into the 20th century.

As we have seen, the agricultural and industrial revolutions propelled England into a very different world and the institution of manorial courts, and the associated feudal tenancies, were increasingly viewed as outdated and cumbersome. Court leets were very often abandoned through a combined lack of interest and refusal to comply, while new structures of local government created in the 19th century took over the quasi-judicial role of Lords of the manor. Given the relatively small amount of rent income received by the Lord of the manor the courts, and the ancient copyhold tenure, were a real anachronism.

And another factor had seriously undermined their role: from the late 17th century there had been a steadily

growing practice of enfranchising copyhold—that is, a procedure whereby the tenant, in return for paying a one-off lump sum to the Lord of the manor—was granted freehold ownership over his land, severing the connection between the property and the manor. This process was extremely uneven and spasmodic: in some manors all the copyhold land was enfranchised in one fell swoop whereas in others the manorial Lord steadfastly refused to allow the change. Agitation by copyholders eventually led to legislation granting them the right to seek enfranchisement where the Lord of the manor may have been reluctant or refused to undertake the process. Legislation in 1852 required the Lord to grant enfranchisement if a tenant demanded it, and an Act in 1894 obliged the Lord to offer enfranchisement to all copyhold tenants. It was, therefore, clear that the system was dwindling away, and in 1922 the whole edifice was finally abolished and the link between the manorial title and the land was broken.

The detailed process of enfranchisement was very similar to that of a conveyance. The tenant and the Lord would negotiate an agreement, whereby the tenant consented to pay the Lord a certain sum of money and he in return agreed to sever the link with the manor, releasing the tenant from the feudal relationship. The tenant's fee was in compensation for the Lord's loss of the residual rights, duties and customs which the tenant owed. Very often however, and as in some conveyances, the Lord could reserve to himself (with the tenant's agreement) certain continuing rights and privileges, or rights would be reserved if either the 1852 or 1894 Acts were invoked.

The most widely reserved right was that which gave the Lord the mines and minerals in and under the former copyhold land. In areas such as the northern and western counties of England which had mineral wealth, and where there was a long tradition of the exploitation of mineral resources (which might include not only coal and the ores of iron, copper, lead and tin, but also stone, clay, sand and gravel) such reservations were generally made, so that the manorial Lord retained these valuable assets. They were less common, but by no means unknown, in other areas, such as the southern and eastern counties. There could have been other reservations, such as rights of escheat or easements or sporting rights, but these are much less common. Many of these rights are connected to the manorial title itself, and will be transmitted to new owners unless the vendor or a predecessor has specifically excluded and reserved them. The unreserved rights, if they can be reliably established by documentary research, can potentially be registered as overriding rights on land which is unregistered, or which has not been sold and re-registered since 13th October 2013.

The Land Registry understandably requires very detailed, accurate and certifiable evidence in order to make a registration. Suitable records can be investigated by a competent and qualified researcher. However, remember that not all manors had copyholders and many enfranchisements did not include any reservations. Research can take time and patience, and success is not guaranteed!

Manorial waste

The majority of land in England is freehold, and at some point has been bought and sold, or alternatively it might be registered commonland. However, there are often small parcels of land, such as village greens and roadside verges, which historically belonged to the Lord of the manor as part of the manorial extent, but which have never been sold off or converted into freehold. These areas are known as manorial waste. These, too, can be investigated but nothing can be done unless the legal extent of the manor, and its boundary, is first established—which is often a considerable challenge. For some Lordships there are full maps but these are certainly not common. The boundary can potentially be reconstructed by a skilled researcher using archival evidence. If, however, a Lordship is being sold with manorial waste which is reliably identified, this should be included in the particulars for that manor.

Stephen Johnson and Alan Crosby

Glossary

Abbey: Monastery or Nunnery

Ancient Demesne: MANORS held by the King in 1086, the VILLAGERS of which later successfully asserted the right to special protection and privileges.

Arrayer: royal official responsible in later medieval and early modern England for assembling military forces.

Baron: a Lord, especially in the 11th and 12th centuries, a TENANT-IN-CHIEF holding an HONOR or capital manor in return for military service, later a peer called to Parliament by a WRIT OF SUMMONS.

Bastard feudalism: later medieval version of the FEUDAL SYSTEM in which the LORD rewarded his VASSAL with a money payment rather than a grant of land.

Bend: broad diagonal line in HERALDRY

Boldon Book: compiled in 1183 for the Bishop of Durham.

Bordar: SMALLHOLDER, usually holding between five and fifteen acres in a MANOR, but sometimes identical with a COTTAGER.

Borough English: succession by the youngest (son)

Bovate: same as yardland.

Breviate: a 13th-century summary of DOMESDAY BOOK, usually containing only the names of the landholder and his tenant (if any) for each MANOR, and its assessment to the DANGELD in terms of a CARUCATE, HIDE or SULONG.

Byzantine: relating to the Byzantine (earlier the Eastern Roman) Empire ruled from Byzantium (Istanbul).

Cadet Line: junior branch of a family.

Canon Law: law of medieval Catholic Church.

Capital Manor: one held direct of the King with no mesne Lord

Carolingian: relating to the Empire ruled by Charlemagne and his successors.

Carolingian Renaissance: intellectual and cultural revival of the CAROLINGIAN period.

Carucate: the equivalent of the HIDE, both as a unit

of 120 acres for assessing DANGELD in DOMESDAY BOOK and as a real land measure, in the DANELAW; also used elsewhere in ENGLAND in DOMESDAY BOOK as a real measure of land exempt from DANEGELD

Chancery: royal secretariat of late Anglo-Saxon and subsequent medieval kings.

Charter: a formal document witnessing the grant of land or of special privileges by a LORD, especially the King to a VASSAL.

Chausses: legging made of MAIL

Chief point: a location in the upper third of a shield of HERALDRY

Circuit: a group of three to six counties surveyed by one set of COMMISSIONERS in the DOMESDAY INQUEST.

Coats armour, coats of arms: insignia in HERALDRY, relating to a specific family or branch of a family, borne on shields or standards.

Coif: cap or under-helmet made of MAIL

Colibert: West Country: freeman

Commot: A Welsh landholding, a division of a cantrefi (hundred), implying a superiority, but less institutionalised than those Manors or Lordships along the southern coast of Wales which were occupied by the Normans at an early date.

Commendation: the act by which a VASSAL acknowledged the superiority of his LORD in Anglo-Saxon times; the equivalent of FEALTY in Norman times.

Commissioners: groups of BARONS and royal officials sent to survey the CIRCUITS and to check the returns made by manorial officials and the juries of each HUNDRED or WAPENTAKE.

Common Land Act: Act of Parliament, 1965, under which all those with an interest in Common Land, mainly LORDS, should register

Compoti: accounts

Consanguinity: close family relationship forming the "forbidden degrees" within which marriage was forbidden without special permission from the Pope.

Copyhold: a tenure by way of holding land by title of copy of COURT ROLL

Cotise: a narrow diagonal line in HERALDRY.

Cottager: person normally holding a cottage and four acres or less in a MANOR.

Counties of the Empire: provinces of the CAROLINGIAN Empire, usually larger than many English counties.

Court Books, or Rolls: lists of the proceedings at the Manorial Court

Courts: LEET and BARON, CUSTOMARY COURTS: Courts of the Manor presided over by the Steward or Bailiff. The Leet was the determination of minor crimes and civil affairs within the Manor. The Court Baron was the Court of the freeholders of the Manor. Many Courts are still held for traditional purposes today: eg Henley-in-Arden, Heaton, Alcester, Bromsgrove, Langport, Warwick.

Crucks: curved vertical roof-timbers joining at the ridge of a roof.

Curia Regis: Royal Court; the royal household in its capacity as the administrative and especially judicial machinery of Anglo-Norman central government.

Custom, customary: traditional landholdings, rights, and rents on a MANOR which were invariable

Danegeld: a land tax levied on the CARUCATE, HIDE or SULONG, originally to buy off Danish attacks on late Anglo-Saxon England; in Norman times a normal peacetime tax raised almost every year.

Danelaw: East Anglia, the East, North Midland, Yorkshire, Cheshire, and Lancashire: the areas settled by Danes or Norsemen and under Danish law rather than the laws of Wessex or Mercia.

Demesne: the land in a MANOR held by its LORD and worked by his men for his benefit, or held on lease from him: the later "home farm".

Dissolution: Henry VIII's abolition of Roman Catholicism and the taking of Church land into the Crown.

Domesday Book: strictly speaking, only the EXCHEQUER DOMESDAY OR GREAT DOMESDAY, but this is often termed Volume I, LITTLE DOMESDAY being Volume II; the final product of the DOMESDAY INQUEST.

Domesday inquest: the inquiry started in January 1086, in which England was divided into CIRCUITS surveyed by sets of COMMISSIONERS whose returns, after checking and at least two stages of abbreviation, became the EXCHEQUER DOMESDAY.

Ealdom: A governorship of an Anglo-Saxon area, held by appointment by an Ealdoman; this may be a root of the Norman EARLDOM as may also be derived from Danish Jarl (pron Yarl); not an hereditary office originally, but becoming so in the reign of Edward the Confessor.

Earldom: the territory administered by an earl, normally comprising several counties, often previously an ancient kingdom, eg Mercia, Northumbria or Wessex.

Enfeoffment: a grant of land, forming a FIEF or HONOR according to its size by a LORD to his VASSAL to be held in return for FEUDAL SERVICE.

Engrailed: with an indented edge in HERALDRY.

Entail: system of fixed succession to land which cannot be altered by a will.

Escallop: scallop-shell ornament in HERALDRY.

Escheator: a royal official administering the lands of any TENANT-IN-CHIEF which were in royal custody because he was a minor.

Estreat: an exact copy.

Exchequer: financial accounting department of Anglo-Norman central government from Henry I's reign.

Exchequer Domesday (also GREAT DOMESDAY or DOMESDAY BOOK, Volume I): the final summary of the results of the DOMESDAY INQUEST, compiled at Winchester probably under the direction of Samson, later Bishop of Worcester; probably in 1086-7.

Exemplification: an official copy or extract by royal officials of another document, eg DOMESDAY BOOK.

Fealty: oath of loyalty sworn by a VASSAL to his LORD after the LORD had accepted the VASSAL's HOMAGE.

Feudalization: the process by which the personal links of LORDSHIP became the territorial links of the FEUDAL SYSTEM and TENURE.

Feudal service: duties rendered by a VASSAL to his LORD in return for the land granted by means of ENFEOFFMENT, which could be military (knight service), administrative (serjeanty) or ecclesiastical (frankalmoign or free alms).

Feudal system: the reconstruction by historians of the links between LORD and VASSAL, begun by HOMAGE and FEALTY, followed by ENFEOFFMENT, continued by FEUDAL SERVICE subject to the INCIDENTS of TENURE; expression first coined in C18th

Fief: a MANOR or Manors granted to a VASSAL by his LORD by means of ENFEOFFMENT to be held in return for FEUDAL SERVICE.

Folio: a sheet of parchment, folded in two or four before being sewn into a GATHERING.

Franklin: a freeman or yeoman in later medieval England.

Frankpledge, View of: Assembly of the tenants of the Manor at which they swore to uphold the custom of the Manor

Freeman: before the Norman Conquest, a man who could transfer himself and his land from one LORD to another by

COMMENDATION: after the Norman Conquest, a man holding lands within a MANOR in return for rent and very light services, unlike the VILLAGER who owed regular labour services on the DEMESNE, with access to the protection of the royal courts.

Free warren: charter of sporting rights.

Frenchmen: superior manorial tenants of French origin in DOMESDAY BOOK.

Gathering: a group of FOLIOS sewn together before binding.

Geld: see DANEGELD.

Gonfalon: banner or standard.

Gothic Revival: the period of fashionable building in REVIVAL GOTHIC, mainly in the 19th century.

Great Domesday: see EXCHEQUER DOMESDAY.

Gules: red in HERALDRY.

Halley's Comet: a COMET named after Edmond Halley, d. 1742, who observed it in 1682 and calculated its orbit round the Sun to be approximately every 76 years: illustrated in the Bayeux Tapestry

Hauberik: knee-length tunic made of MAIL.

Heraldry: system of personal identification of knights by means of insignia (COAT ARMOUR, COATS OF ARMS) on shields or standards.

Heriot: due to Lord on death of a tenant - usually his best beast.

Hide: originally a unit, varying between 40 and 1000 acres, thought sufficient to support one family. In DOMESDAY BOOK a fiscal unit on which DANEGELD was levied, and generally assumed to contain 120 acres.

High Justice: power to inflict death.

Homage: act of submission by a new VASSAL to his

LORD.

Honor: land, normally comprising MANORS in several counties, held by a BARON or TENANT-IN-CHIEF.

Housecarl: a member of an élite 'Guards' infantry unit serving a King or Earl in Anglo-Saxon England.

Hundred: a unit of fiscal assessment and local government outside the DANELAW, originally containing 100 HIDES, intermediate between the county and the MANOR, roughly equivalent in size to the modern District; cantrefi in Wales

Incidents: the payments and services to be rendered by a VASSAL to his LORD in addition to regular rent and FEUDAL SERVICE: these usually included an inheritance tax (relief) and a death duty (heriot).

Infangenthef: the power of a LORD to inflict capital punishment on his tenants, OUTFANGENTHEF

Keep: central tower of a Norman castle.

Letters patent: royal letters conferring a privilege on an individual or corporate body, sent open with a visible seal.

Lineage: authenticated genealogy or pedigree.

Lion rampant: a lion standing on its hind-quarters with its front legs in the air, in HERALDRY.

Little Domesday (also DOMESDAY BOOK, Volume II): the final CIRCUIT return for East Anglia (Essex, Norfolk, Suffolk), never summarized for inclusion in the EXCHEQUER DOMESDAY.

Lord: feudal superior of a VASSAL: always a Manorial Lord

Lordship: the mutual loyalty and support joining LORD and VASSAL.

Mail: flexible armour made of interlocking iron rings.

Manor: a landed estate, usually comprising a DEMESNE and lands held by VILLAGERS, BORDARS, or COTTAGERS and sometimes also FREE MEN, FRENCHMEN, RIDING MEN etc, which could vary in size from part of one village to several villages over a wide area; power over men (and women), ranging from civil to criminal jurisdiction; an estate in land giving authority and prestige; a land title giving superiority and gentility

Mesne tenant: a VASSAL of a TENANT-IN-CHIEF.

Minster: originally a monastery but by late Anglo-Saxon times often simply a large and important church.

Missus Dominicus (plural Missi Dominici): a Minster of the CAROLINGIAN Empire.

Nasal: metal nose-piece attached to a helmet.

Open fields: the major divisions, normally two or three, of the cultivated arable area of a medieval village outside the Highland Zone of England and Wales, in which one field each year in succession was left in rotation-fallow, the other one or two being communally ploughed and sown with winter and spring grains.

Or: gold or yellow in HERALDRY.

Outfangenthef: power to inflict capital punishment within the MANOR on non-tenants without recourse to Royal justice

Palisade: fence of pointed stakes firmly fixed in the ground.

Pannage: right to pasture swine.

Pennon: long narrow flag carried on the end of a spear or lance.

Perambulation: a survey made by walking the boundary of the Manor. Still continued in some Manors

Perpendicular: style of Gothic architecture in vogue from the mid-14th to the 16th century.

Piscaries: fishing rights.

Plain: blank, uncoloured space in HERALDRY.

Plough (team): a team of six to twelve oxen, yoked in pairs, pulling a plough; in DOMESDAY BOOK usually eight oxen.

Presentment: to introduce into court.

Priory: a monastery or nunnery dependent on an ABBEY or Cathedral.

Proper: natural colours in HERALDRY

Property Act: 1922-5, a series of legislative measures regulating the ownership of land, including MANORS

Quota: the number of knights required to serve a LORD on behalf of a VASSAL, especially to serve the King.

Rape: An area of jurisdiction in Sussex

Reformation: the period 1529-59 in which England first rejected the religious authority of the Pope and then changed from Catholic to Protestant doctrine and beliefs.

Revival Gothic: Gothic architecture as revived from the late 18th century onwards.

Revival Norman: Norman architecture as revived in the 19th century.

Riding men: Anglo-Saxon free tenants rendering escort-duty and messenger-service to their LORD.

Rolls of Arms: records of the COATS OF ARMS borne by different families, especially those made by an authority in HERALDRY.

Sable: black in HERALDRY.

Saracenic: relating to the Arabs of Syria or Palestine.

Satellites: records preserving copies of parts of the earlier stages of the DOMESDAY INQUEST.

Scutage: a tax levied in place of personal military service by VASSALS - a cash payment

Secular arm: the Royal criminal jurisdiction to which a heretic or other person guilty of a serious offence under CANON LAW was transferred for serious punishment, especially execution.

Sheriff: principal official administering a shire or county in the Anglo-Saxon and medieval periods for the Crown

Smallholder: see BORDAR.

Soc and Sac: similar to the French oyer and terminer, to hear and decide in OE, usually in the Court of the LORD

Sokemen: free tenants subject to the jurisdiction of the MANOR but owing little or no service to its LORD.

Sub-tenants: tenants holding land from a TENANT-IN-CHIEF or a Manorial Lord

Sulong: the Kentish equivalent of the CARUCATE or HIDE, both as a fiscal unit and as a land measure, but usually double the size of the HIDE.

Survey: a written description of the boundaries of a Manor and the fields and properties within the Manor. It is not a map.

Teamland ('land for one plough'): a Norman-French term for the English

Carucate or hide: used as a measure of land area of no fixed acreage.

Tenant-in-chief: a LORD holding his land directly from the King.

Tenure: the conditions upon which land was held under the FEUDAL SYSTEM by a VASSAL from a LORD who was a MESNE TENANT, a TENANT-IN-CHIEF or the King.

Terrier: register of landed estate.

Testamentary causes: cases concerning the probate of wills or the administration of the effects of those who died without making a will.

Thegn: a VASSAL, usually a manorial LORD, holding land by military or administrative services in Anglo-Saxon and early Norman England.

Treasury: the main financial department of late Anglo-Saxon and early Anglo-Norman government, located at Winchester.

Turbary: Manorial right to cut turf.

Valor: valuation

Vassal: a feudal inferior of tenant or a MESNETENANT, of a TENANT-IN-CHIEF or of the King.

Vert: green in HERALDRY.

Villager: the normal peasant farmer of Anglo-Norman England, usually holding between 1 and 3 YARDLANDS from the LORD of a MANOR in 1086.

Wapentake: the equivalent of the HUNDRED in parts of the DANELAW.

Wergild: money-payment in compensation for death, injury or loss, graduated according to the social standing of the victim.

Witan: Anglo-Saxon and early Norman Royal Council.

Writ: royal letter conveying orders and information in a summary form.

Writ of summons: WRIT addressed to a named recipient to attend Parliament; as such, generally held to confer peerage status.

Yardland: a quarter of a HIDE.

Yoke: Kentish and East Anglia - same as plough.

ABBREVIATIONS

NA: National Archives formerly Public Record Office

BL Cat: Catalogue of the British Library

BExtP: Burke's Extinct Peerage

BLG: Burke's Landed Gentry

Bod: Bodleian Library

BP: Burke's Peerage

BRS: British Record Society

Bull IHR: Bulletin of the Institute of Historical Research

Bull MSGB: Bulletin of the Manorial Society of Great Britain

C: century

c : circa

Close R: Letters from the Close Rolls

CR: Charter Rolls

d : died

dau: daughter

dsp : died without issue

dvp : died in life of father

ex : executed

HA: Historical Association

infra : below

k: killed

kn: knighted

m : murdered

NLI: National Library of Ireland

NRA: National Register of Archives

PR: Patent Rolls

PRO: Public Record Office, see NA

qv : which see

Rec Com: Record Commission

Rec Soc: Record Society

RO: Record Office

Rot Parl: Rolls of Parliament

RS: Rolls Series

SQE: Statute Quia Emptores (1290)

SR: Statutes of the Realm

supra : above

temp: in the time of

TRHistS: Transactions of the Royal Historical Society

vide : see

The Manorial Society of Great Britain

The Society was founded in 1906 and included among its committee the Archbishop of Canterbury, the Lord Chancellor, and the Master of the Rolls. It was based in Mitre Court, Temple, London, and in origin sought to locate and to protect manorial records which - with the exception of institutions, such as the Ecclesiastical (now Church) Commissioners, the Crown in its several forms, Oxford and Cambridge colleges - were in private hands.

By 1906, the lands of the majority of Manors had been enfranchised and the need to maintain and keep manorial records (such as court rolls) for estate purposes disappeared. We can judge how many of these must have been left lying around an estate office and almost certainly thrown away from the date gaps in the records of some Manors in this catalogue. Even where copyhold continued into the 20th century, it must have been the case that many medieval and Tudor records, mostly in Latin were discarded as being of no further use.

The 19th century, however, saw the blossoming of county histories, often in multi-volume sets, many editions of which are at the Society today. These were written by highly educated men, often clergymen with leisure. Men, like Blomefield and Lipscomb (1810 and 1850), then Copping (1904-11) produced remarkable histories by Hundreds, then the Manors within each Hundred, using records in private ownership. We can only be amazed at their determination and grasp of palaeography and topography, knowledge of genealogy and national history.

Such records are not only of use in understanding the management of landed estates, but are also records of the names of ten-ants, many of whom succeeded one another. It became law to register births, marriages, and deaths in England and Wales in 1538, and this was done by the Church. But what of the many people who were never married - there were far more than the modern mind might expect? What of those generations of ordinary folk who were born before 1538? There may be some kind of record in a gravestone, but these are fewer the longer you go back. But there are, in some cases, medieval and early Tudor Court Rolls, listing tenants which can take a family back to the Middle Ages. The growth of interest in family history has grown enormously in the last 40 years, with television programmes tracing celebrities descended from 'ordinary folk'. In fact, these do not seem to go back beyond the reign of Queen Victoria, and in that sense the impression may be gained that this is far as can be attempted. This is not so in many cases. The Society began to publish list of Manors and their documents from such diverse sources as individuals in Surrey or the Manors of New College, Oxford, producing 16 publications. Unsurprisingly, the Great War disrupted this work, but with peace in 1918 the Prime minister of the day, David Lloyd-George, began to look at the many Acts affecting Manors, copyhold, and real property generally, and it was decided to consolidate them and abolish copyhold in several Property Acts in the 1920s. The important one, so far as records are concerned, was the 1922 Act, subsection (7) of Section 144A(7), which sought to define manorial documents and place them under the protection of the Master of the Rolls. 'Manorial documents', in the meaning of the Act as affected by several Statutory Instruments, have come to be Court Rolls, surveys, maps, terriers, documents and books of every description relating to the boundaries, franchises, wastes, customs, and courts of a Manor, whether in being on 1 January 1926 or obsolete.

County Record Offices were charged with maintaining such documents as these that were donated, and as Manors ceased to enjoy Copyhold income so solicitors, who had often acted as Stewards and kept records at their offices, handed documents over to the local CRO. The British Record Society was formed in 1931 and the publications part of the Society was taken over by this body.

The Society was headed in the late 1920s, until his death in 1945, by Hubert Knocker, a solicitor in Guildford, Surrey, who was Steward to many Manorial Lords in the county, and he was summoning Courts for as late as 1935. The Society has notices of Courts at Otford, for example, which were pinned up on church and other

noticeboards. Mr Beaumont, an East Anglia solicitor, did much the same in his area.

Mr Knocker was succeeded by Hubert Hughes, whose committee gave evidence in 1955 to the Common Land Committee of the House of Commons, which translated into the Commons Registration Act of 1965. He was succeeded by his wife, Constance, on his death in 1967, and she handed over to Robert Smith in 1980.

The Society's public face is its social functions and publications, some of the latter of which are given below. But we regularly receive inquiries from government, local authorities, quangos, solicitors, historians, genealogists, and the general public on some manorial aspect, all of which are answered as fully as we can .

The Society has members who pay a subscription of £70 a year, or £500 for life, and for this they can ask for advice and assistance on manorial matters. They also receive information about social events, the last of which was the Annual Reception at the House of Lords. The annual carol service in December, are held at the Church of Most Holy Redeemer, Exmouth Market, London.

Visit the website: www.manorialsociety.co.uk

Further reading about Lordships of the Manor is available on the Manorial Society website.





Manorial Services

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www.manorialservices.com